

PART II
EXHIBIT A

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DEED

PLAINTIFF'S EXHIBIT

SUN-236

STATE OF TEXAS }
COUNTY OF NUECES } S.S.

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, SUNTIDE REFINING COMPANY, a corporation authorized to do business in the State of Texas, for and in consideration of the sum of One Hundred Dollars (\$100.00) and other good and valuable consideration to it in hand paid by GENERAL AMERICAN TRANSPORTATION CORPORATION, a corporation authorized to do business in the State of Texas, the receipt of which is hereby acknowledged, has granted, sold and conveyed, and by these presents does grant, sell and convey unto the said General American Transportation Corporation the following described tracts of land and all easements, hereditaments, riparian and other rights appertenant and appendant to said tracts of land and all tanks, pipelines, buildings and other improvements thereon situated in the County of Nueces, State of Texas, subject to the exceptions and reservations specifically hereinafter set out, to-wit:

TRACT "A"

All that certain tract of land, containing approximately 19.52 acres, being the southern most portion of an 87.22 acre tract of the former P. W. Humphrey 100 acre tract situated in Nueces County, Texas, about one and one-half miles west of the County Courthouse, known and described as follows:

BEGINNING at a point formerly marked by a cedar post but now by a drill hole in the concrete base of a fence corner post on the west corner of said Humphrey 100-acre tract and south corner of a tract known as the Compton Tract for the west corner of this tract; thence north 31° 41' 45" east with the northwest boundary line of said Humphrey 100-acre tract and southeast boundary line of said Compton tract, and southeast boundary line of a 40-acre tract known as the C. S. Parish Tract, at 975.03 feet past iron pipe set in concrete, the south corner of said Parish tract and east corner of a 15-acre tract known as the Compton Tract, in all 988.03 feet to the northwest corner of this tract, said corner also being the southwest corner of a 30.64-acre tract, designated as Tract 1, said tract conveyed to Southwestern Oil and Refining Company by Barnsdall Oil Company on April 25, 1947, out of Deed Records of said Nueces County, Texas, in Volume 365 at Page 32";

THENCE S. $58^{\circ} 18' 15''$ East with the southwest boundary line of the above mentioned Tract 1, 1293.74 feet to a point in the northwest boundary line of a public street or road, 80.00 feet wide, known as Nueces Bay Boulevard, the south corner of said Tract 1, for the northeast corner of this tract, being

40.00 feet northwesterly measured at right angles, from the southeast boundary line of said former Humphrey 100-acre tract; Thence S $31^{\circ} 15' W.$, with said northwest boundary line of Nueces Bay Boulevard, parallel with and 40 feet distant, measured at right angles, from the southeast boundary line of said former Humphrey 100-acre tract, 317.93 feet to a cedar post, the east corner of a tract of land, known as the Minnie T. Meuly Tract, out of said former Humphrey 100-acre tract, for a south corner of this tract; Thence N. $58^{\circ} 45' W.$, with the northeast boundary line of said Minnie T. Meuly Tract, 660 feet to an iron pipe, the north corner of said Minnie T. Meuly tract, for a corner of this tract; thence S. $31^{\circ} 15' W.$, with the northwest boundary line of said Minnie T. Meuly tract, 692.13 feet to an iron pipe in the southwest line of said former Humphrey 100-acre tract and Northeast boundary line of a tract now subdivided and known as Baymoor Addition, the west corner of said Minnie T. Meuly tract, for a south corner of this tract; Thence N. $55^{\circ} 53' W.$, with the southwest boundary line of said former Humphrey 100-acre tract and northeast boundary line of said Baymoor Addition 642.19 feet to the place of beginning.

TRACT 3 (Original):

A portion of a tract of land known as the P. W. Humphrey 29-acre tract, conveyed by H. L. Kinney to P. W. Humphrey on October 11, 1850, as of record in the Deed Records of Nueces County, Texas, in Vol. d, at Page 503, and a portion of Survey No. 708, made for W. H. Gill, embracing 1,000 acres of submerged land under the waters of Nueces Bay, the portion included in this survey being a part of that portion of said survey No. 708 patented to the Nueces County Navigation District No. 1 by the State of Texas on May 7, 1930, as of record in the Deed Records of Nueces County, Texas, in Volume 192 at page 579. Said survey is situated in Nueces County, Texas, about 1-1/2 miles N. $70^{\circ} W.$ from the Court House and was made for the Guaranty Title & Trust Company.

BEGINNING at an iron bar set at the point of intersection of the northeast boundary line of the right of way of the San Antonio, Uvalde & Gulf Railroad, with the southeast boundary line of a tract of land conveyed by the Guaranty Title & Trust Company, Trustee, to Mary E. Blucher by deed dated March 5, 1934, as of record in the Deed Records of Nueces County, Texas, in Vol. 210 at Page 149, for the west corner of this survey, whence a cedar post, the west corner of the P. W. Humphrey 29-acre tract and north corner of the P. W. Humphrey 100-acre tract, bears S. $31^{\circ} 15' W.$ 200.56 feet and N. $58^{\circ} 45' W.$ 176.20 feet,

THENCE N. $31^{\circ} 15' E.$, with said southeast boundary line of the Mary E. Blucher tract, 1393.23 feet to a 2-inch by 4-inch pine stake in the established bulkhead line along the southwest side of the ship channel of the Nueces County Navigation District No. 1, the east corner of said Mary E. Blucher tract, for the north corner of this survey,

THENCE S. $66^{\circ} 11' 30'' E.$, with said bulkhead line, 1109.00 feet to a 2-inch by 4-inch pine stake set in the line of a northeasterly prolongation of the northwest boundary line of Nueces Bay

Boulevard, a public road, for the east corner of this survey,

THENCE S. $31^{\circ} 15'$ W., along said prolongation of the northwest boundary line of Nueces Bay Boulevard, 1481.79 feet to an iron bar set in the curved northeast boundary line of said right of way of the San Antonio, Uvalde & Gulf Railroad, for the south corner of this survey, whence the south corner of said P. W. Humphrey 29-acre tract and east corner of said P. W. Humphrey 100-acre tract bears S. $31^{\circ} 15'$ W. 255.61 feet and S. $58^{\circ} 45'$ E. 40.00 feet,

THENCE in a northwesterly direction with said northeast boundary line of railroad right of way, curve right along a circular curve of 5679.65 feet radius 220.40 feet to an iron bar set for the ending point of said curve and the beginning point of a straight course, the radius of said curve at its point of beginning having a bearing of N. $26^{\circ} 23' 06''$ E., and at its point of ending a bearing of N. $28^{\circ} 36' 30''$ E.,

THENCE continuing along said northeast boundary line of railroad right of way, N. $61^{\circ} 23' 30''$ W., 880.69 feet to the place of beginning, containing 36.34 acres.

TRACT 4 (Resurvey):

A tract of land designated herein as Tract 4, containing 5.37 acres, of which 4.24 acres are out of an 87.22 acre tract conveyed to Barnsdall Oil Company by West Securities Company on February 10, 1937, out of the P. W. Humphrey 100-acre tract, as of record in the Deed Records of Nueces County, Texas, in Volume 228 at Page 153, and 1.13 acres are out of a 3.18 acre tract conveyed to Barnsdall Oil Company by Moe Levan on February 9, 1937, out of the P. W. Humphrey 29-acre tract, as of record in the Deed Records of said Nueces County, in Volume 228 at Page 152 (the area being given therein as 3.17 acres). Said tract 4 is situated in Nueces County, Texas, about one and one-half miles west of the County Courthouse, being one of four tracts designated as Tract 1, Tract 2, Tract 3 and Tract 4, which comprise a 70.83 acre tract embracing said 3.18 acres conveyed to Barnsdall Oil Company out of the Humphrey 29-acre tract and 67.65 acres out of said 87.22 acre tract, conveyed to Barnsdall Oil Company out of the Humphrey 100-acre tract, said tract 4 being described by metes and bounds, as surveyed, as follows:

BEGINNING at an iron bar, set flush with the ground at the point of intersection of the northwest boundary line of a public road or street, 80.00 feet wide, known as Nueces Bay Boulevard, with the curved southwest boundary line of the 100-foot right of way of the San Antonio, Uvalde & Gulf Railroad and northeast boundary line of said 3.18 acre tract, for the east corner of this tract, being 40.00 feet northwesterly measured at right angles from the southeast boundary line of said Humphrey 29-acre tract;

THENCE S $31^{\circ} 15' 00''$ W., with said northwest boundary line of Nueces Bay Boulevard, parallel with and 40.00 feet northwesterly, measured at right angles, from the southeast boundary lines of said Humphrey 29-acre and 100-acre tracts, at 155.23 feet, intersect the southwest boundary line of said Humphrey 29-acre tract and northeast boundary line of said Humphrey 100-acre tract, in all, 733.83 feet to a point, the most southerly east corner of a 29.91 acre tract, designated as Tract 2, out of said Barnsdall 70.83 acre tract, for the south corner of this tract;

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THENCE N. 58° 18' 15" W., with the northeast boundary line of a portion of said Tract 2, 301.00 feet to a point, a corner of said Tract 2, for the West corner of this tract;

THENCE N. 27° 34' 30" E., with the southeast boundary lines of a portion of said Tract 2 and of a 4.91 acre tract, designated as Tract 3, out of said Barnsdall 70.83 acre tract which line at 441.32 feet intersects the northeast corner of said Tract 2 and south corner of said Tract 3; and which line at 577.45 feet intersects the northeast boundary line of said Humphrey 100-acre tract and southwest boundary line of said Humphrey 29-acre tract and of said 3.18 acre tract, in all being 712.93 feet to a point in the southwest boundary line of said railroad right of way and northeast boundary line of said 3.18 acre tract for the north corner of this tract;

THENCE S. 61° 23' 30" E., with said southwest boundary line of railroad right of way and northeast boundary line of 3.18 acre tract, 131.51 feet to an iron bar, set flush with the ground at the point of beginning of a circular curve to the left, for a corner point of this tract;

THENCE in a southeasterly direction with said southwest boundary line of railroad right of way and northeast boundary line of 3.18 acre tract, curve left along a circular curve of 5779.65 feet radius, 215.78 feet to the place of beginning;

TOGETHER WITH: all and singular the privileges, benefits, franchises, easements, rights of way, hereditaments, riparian and other rights shown of record in Nueces County, Texas, or otherwise, in the name of Barnsdall Oil Company, Barnsdall Refining Company, Barnsdall Pipeline Company, Bareco Oil Company, Sunray Oil Corporation, or any other company or corporation having been predecessor in interest of Suntide Refining Company, the Grantor herein, appurtenant or appendant to said tracts of land or on land adjacent to or in the vicinity of said tracts of land, including, but not limited to, all of the foregoing as set forth in the following instruments:

1. Contract of Sale between Barnsdall Oil Company and Pontiac Refining Corporation, dated April 3, 1947, recorded in Vol. 364, page 523, of the Records of Nueces County, Texas;
2. Deed of Conveyance of date April 25, 1947, by Barnsdall Oil Company to Pontiac Refining Corporation, recorded in Book 365, at page 321 of the Deed Records of Nueces County, Texas, which refers to said contract and a plat and survey of the route of said pipe lines thereto attached;
3. Contract of Sale dated April 3, 1947, from Barnsdall Oil Company to Southwestern Oil & Refining Company, recorded in Vol. 364, at Page 534, of the Records of Nueces County, Texas, covering a tract of 30.64 acres of land therein described;
4. Deed of conveyance of date April 25, 1947, by Barnsdall Oil Company to Southwestern Oil & Refining Company, recorded in Book 365, page 324, of the Deed Records of Nueces County, Texas, covering 30.64 acres therein described, and referring to the contract and plat relating thereto;

5. A Contract of Sale of date April 3, 1947, by Barnsdall Oil Company to Pontiac Refining Corporation and Southwestern Oil & Refining Company, recorded in Vol. 365, page 275, of the Records of Nueces County, Texas, covering a tract 4.91 acres therein described and referring to the contract and plat relating thereto;

6. Deed of Conveyance of date April 25, 1947, by Barnsdall Oil Company to Pontiac Refining Corporation and Southwestern Oil & Refining Company, recorded in Book 365, at page 315 of the Deed Records of Nueces County, Texas, covering 4.91 acres therein described and referring to the contract and plat relating thereto;

7. Contract of date December 12, 1950, between Sunray Oil Corporation, Barnsdall Pipe Line Company, Pontiac Refining Corporation and Southwestern Oil & Refining Company, recorded in Vol. 503, pages 30-40, of the Deed Records of Nueces County, Texas, changing the route of the pipe lines previously granted and granting perpetual easements and rights of way for the new location thereof;

8. Instrument in writing, dated April 11, 1952, by Sunray Oil Corporation, Sunray Coastal Pipe Line Co., Southwestern Oil & Refining Company, Pontiac Pipe Line and Export Company and Pontiac Refining Corporation, substituting Pontiac Pipe Line and Export Company in the agreement dated December 12, 1950, in lieu of Pontiac Refining Corporation;

9. Grant by General American Transportation Company to Barnsdall Refining Corporation, dated March 2, 1937, granting the right to lay, operate and maintain a 6-inch water line over and across the premises of the grantor as therein described;

10. All right, title and interest, of Suntide Refining Company in the rights reserved to the Grantor in the Warranty Deed of date April 26, 1913, recorded in Vol. 115, page 106, Deed Records of Nueces County, Texas, by W. E. Pope to San Antonio, Uvalde & Gulf Railroad Company, insofar as such rights may appertain to any of the premises adjacent to the premises described in that Deed and covered or included in the real estate described herein.

Subject to the following:

1. The terms, conditions and stipulations in that certain conveyance from Nueces County Navigation District No. 1 to Guaranty Title & Trust Company, Trustee, and Mary E. von Blucher, dated November 24, 1933, recorded in Vol. 210 at page 12, Deed Records of Nueces County, Texas, and the littoral and riparian rights therein conveyed to said Navigation District, and the fees and rentals therein stipulated to be paid for access to the bulkhead of the ship channel.

2. An Easement Agreement executed by the Guaranty Title & Trust Company, Trustee, in favor of Coastal Pipe Line Company, dated April 25, 1932, recorded in Vol. 205, page 221, of the Deed Records of Nueces County, Texas, covering a portion of the 36.34 acre tract aforesaid, and later assigned to the Texas Company.

3. Those certain easements and rights of use granted to Moe Leven and his assigns by that certain written option agree-

ment between Moe Leven and Barnsdall Oil Company, dated February 8, 1937.

4. The pipe line easements, and limited rights to the use of the loading dock by Pontiac Refining Corporation as set out in the terms, conditions, and stipulations of that certain agreement in writing of date November 9, 1937, by and between Barnsdall Pipe Line Company, the then owner, and Barnsdall Refining Company, at that time the lessee, as grantors, and Pontiac Refining Corporation, as grantee (joined by Pontiac Pipe Line & Export Company and Pontiac Terminal Co., a Corporation) pertaining to the use of the dock located on the Corpus Christi Ship Channel, and the laying maintaining and operation of pipe lines leading thereto across the premises of grantors, and confirming, construing, limiting, and conditioning the rights of use theretofore granted in and by the Moe Leven Option Agreement above mentioned.

5. The right acquired by Pontiac Refining Corporation under grant of date September 10, 1943, from Barnsdall Company to lay, operate and maintain a gasoline line from its pumping unit moved to and located on its own premises so as to connect with its 12-inch gasoline loading line purchased on that date from Barnsdall Oil Company, together with the right to leave said 12-inch line and a 4-1/2 inch return line purchased on the same date in the place and position occupied by said lines on the 36.34 acre tract described therein.

6. Certain modification agreements pursuant to which, in addition to the authority originally granted by the aforesaid agreement of November 9, 1937, Pontiac Refining Corporation laid certain lines upon the bulkhead approach to said oil tanker dock; over and across the 36.34 acre tract described therein, as follows: One 12-3/4-inch (outside diameter) gasoline line; one 12-3/4-inch (outside diameter) burning oil line; one 12-3/4-inch (outside diameter) kerosene line; one 8-inch fuel oil line; one part 4-inch and part 5-inch return line or barge line; one part 2-inch and part 4-inch air line; together with tow branch leading lines laid upon the pipe line trestle leading from the main bulkhead approach to the tanker dock off at right angles thereto, to the oil barge dock.

7. Agreement in writing of date May 8, 1951, whereby Sunray Oil Corporation authorized Pontiac Refining Corporation to lay four additional lines paralleling its then existing lines and extending from the south or southerly end of Sunray Oil Corporation's main bulkhead approach to the connection of said bulkhead approach with the existing pipe line trestle serving the barge dock, and thence along and upon said pipe line trestle to the oil barge dock; and to drive a piling and to construct a substantial pipe line trestle paralleling and along the westerly side of the main bulkhead approach to the tanker dock, and to construct, by means of hangers, a new walkway along the southern edge of the pipe line trestle extending from the main bulkhead approach to the barge dock, in order to accomodate the aforesaid four additional lines.

8. Letter Agreement dated January 18, 1952 under which Sunray Oil Corporation gave its permission to Pontiac Refining Corp.

to use the four (4) lines laid under authority of said letter agreement of May 8, 1951 referred to in paragraph 7 immediately above, for the transportation of butane and butylene to and from the plant of Great Southern Chemical Corporation and to transfer said lines and the easements therefor to Reconstruction Finance Corporation.

9. Letter Agreement dated March __, 1948 under which Pontiac Refining Corp. was granted certain rights in connection with a barge dock to be constructed and owned by Barnsdall Oil Company in exchange for Pontiac's agreement to pay one-half of the cost of construction, which agreement was accepted by Pontiac in writing on May 18, 1948.

10. Right of way granted by Sunray Oil Corporation to Southern Minerals Corporation, dated the 18th day of September, 1953, granting to Southern Minerals Corporation the right to lay, maintain and operate one 8-5/8-inch pipe line for the transportation of crude oil only across the tract known as the Sunray Nueces Bay Boulevard Terminal Site, being the land described as Tract "A" herein.

11. Right of Way of date May 5, 1953, by Sunray Oil Corporation to Gulf Refining Company, its successors and assigns, over a portion of the tracts of land described in this Deed for the purpose of constructing, maintaining and operating thereon a pipe line for the transportation of oil, gas, water, steam or any other substance which can be carried through a pipe line.

✓ 12. Right of Way grant dated April 17, 1944, by Barnsdall Oil Company to Republic Pipe Line Company, granting the right to lay, maintain and operate a 6-inch oil pipe line over and across the tract of land described therein, and along the route specified in said grant.

13. Pipe line easement in writing, dated February 6, 1941, granted by Bareco Oil Company and Barnsdall Oil Company to Magnolia Pipe Line Company, and limited to two pipe lines therein described.

14. Pipe line easement of date October 3, 1939, granted by Barnsdall Pipe Line Company and Barnsdall Refining Corporation to Magnolia Petroleum Company in so far as said easement affects the land described in this Deed.

15. Pipe line easement of date December 17, 1937, granted by Barnsdall Pipe Line Company to Magnolia Pipe Line Company.

16. Pipe line easement dated July 10, 1939, by Barnsdall Pipe Line Company to The Terminal Refining Corporation in so far as it affects land described in this Deed.

17. Pipe line right of way granted by Barnsdall Pipe Line Company to The Corpus Christi Corporation by grant dated January 24, 1939.

18. Pipe line right of way by Barnsdall Pipe Line Company to Maritime Pipe Line Company, a corporation, dated March 8, 1938.

19. Pipe line right of way of date January 1, 1938, granted by Barnsdall Pipe Line Company to Hanlon-Buchanan, Inc.

20. Pipe line right of way dated February 1, 1940, from Barnsdall Pipe Line Company to Continental Pipe Line Company, recorded in Vol. 255, page 107 of the Deed Records of Nueces County, Texas.
21. All and singular the restrictions and conditions contained in the Warranty Deed of April 26, 1913, recorded in Vol. 115, page 106, Deed Records of Nueces County, Texas, by W. E. Pope to San Antonio, Uvalde and Gulf Railroad Company in so far as same apply to lands adjacent to the premises therein described which are covered by this Deed, as aforesaid.
22. A reservation of one-sixteenth (1/16th) royalty in that certain deed from West Securities Company to Barnsdall Oil Company, dated February 10, 1947, recorded in Vol. 228, pages 153-156, Deed Records of Nueces County, Texas, in so far as said royalty reservation affects the land described in this Deed.
23. Right of way or easement from Barnsdall Oil Company to Humble Pipe Line Company, dated April 26, 1937.
24. Right of way for water supply line granted by Bareco Oil Company to Defense Plant Corporation by instrument of date June 18, 1943.
25. Such rights of way or easements for pipe lines, telephone and telegraph lines, and such easements for roads, public or private, if any, as may appear of record.

Also subject to the following reservations:

- A. Reservation of all minerals and mineral rights in Letters Patent dated May 7, 1930, from the State of Texas to Nueces County Navigation District No. 1, recorded in Vol. 192, page 579, Deed Records, Nueces County, Texas, in so far as said Reservation affects the land described in this Deed.
- B. Reservation by Suntime Refining Company, its successors and assigns, of a perpetual easement and right of way for an 8 inch oil or trunk pipe line and a 6 inch oil pipe line as now existing on the premises hereinabove described as Tract "A", Tract 3 (original) and Tract 4 (resurvey) as now used by Suntime Pipe Line Company, said lines having been laid pursuant to the grant of easement contained in Deed dated December 31, 1940 from Barnsdall Pipe Line Company to Barnsdall Oil Company recorded in Volume 266, Pages 373-378 of Deed Record of Nueces County, Texas; subject to the right of General American Transportation Corporation, its successors and assigns, to require relocation of said pipe lines if it becomes necessary for the convenience of the business of General American Transportation Corporation, its successors and assigns, at the cost of Suntime Refining Company except in so far as said lines are under the ship channel; Suntime Refining Company to have the right at its option, to release said reservation or any part thereof instead of paying for relocation of the line.
- C. Reservation by Suntime Refining Company, its successors and assigns, of two (2) perpetual pipe line easements and rights of way, each four (4) feet in width, located adjacent to the eight (8) inch oil line or trunk pipe line and six (6) inch oil pipe line now located on the property, and also across Tract 4 (resurvey) herein described, the easement and right of way for said six (6) inch and eight (8) inch lines being set

except insofar as said lines are under the ship channel;

out in Paragraph B immediately above; subject to the right of General American Transportation Corporation, its successors and assigns, to require relocation of said pipe lines if it becomes necessary for the convenience of the business of General American Transportation Corporation, its successors and assigns, at the cost of Suntime Refining Company; Suntime Refining Company to have the right at its option, to release said reservation or any part thereof instead of paying for relocation of the line.

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TO HAVE AND TO HOLD the above described tracts of land and all easements, hereditaments, riparian and other rights appurtenant and appendant to said tracts of land and all tanks, pipe lines, buildings and other improvements thereon situated, unto the said General American Transportation Corporation, its successors and assigns, subject to the exceptions and reservations herein set out.

Suntime Refining Company does hereby covenant and agree for itself and its successors and assigns that it is now the owner of the above described property, is seized of a good and undefeasible fee simple estate therein, has full right and power to sell and convey the same in fee simple, that said property is free and clear of encumbrances, that the said General American Transportation Corporation, its successors and assigns, shall hereafter have, hold, possess and enjoy the same without any suits, molestations or interruption by any person, firm or corporation whatever claiming any right therein, excepting always the items set forth above to which this conveyance is subject, and Suntime Refining Company, and its successors and assigns, will warrant and defend the said property, with the appurtenances, unto the said General American Transportation Corporation, its successors and assigns, forever, excepting always the items set forth above to which this conveyance is subject.

IN WITNESS WHEREOF, Suntime Refining Company has caused these presents to be signed by its President, thereunto authorized by resolution of the Board of Directors of said corporation, and its seal to be hereunto affixed this 19th day of June, 1957.

SUNTIDE REFINING COMPANY,

By F. L. Martin
President

ATTEST:

A. B. Bower
Secretary

THE STATE OF TEXAS }
COUNTY OF Nueces

BEFORE ME, the undersigned authority, on this day personally appeared F. L. Martin, known to me

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to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Suntime Refining Company, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

19th

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the

day of June, 1957.

SEAL



Henry E. Galt

Notary Public in and for

Dallas

County, Texas

G.F. # 4645-L

517525

Deed

FILED FOR RECORD
DALLAS COUNTY, TEXAS

1958 NOV 3 PM 2 20

MRS. HENRY E. GALT

Henry E. Galt

BOHNSCHEN LAUTHMAN LUTHERSON RIESER CARLIN
ATTORNEYS AND COUNSELLORS AT LAW