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Major Noblely
vs
Nora B. Roth
Defendants

In the United States Court
for the Western District of the
Indian Territory, sitting at Tulsa
Order of Court

This cause came on to be heard on the exceptions to the master's report filed by the plaintiff herein and the Court hearing the cause and argument therein finds as follows to-wit: -

That the land described in deed set up in Plaintiff's complaint was duly and legally allotted to John S. Burgess a citizen by blood of the Cherokee Nation; that John S. Burgess died in September 1903, that at the date of the execution of the deed to plaintiff the land described in said deed was segregated to Nora B. Burgess pending citizenship, that there was an agreement whereby the money paid as part payment for the land was to be paid to plaintiff in the event Nora B. Burgess was not enrolled as a citizen of the Cherokee Nation that she was never, at any time, enrolled as such citizen; that defendants have tendered back to plaintiff the money paid on the deed to-wit: \$1,000; that the plaintiff knew that Nora B. Burgess was not a citizen at the time he accepted the deed;

That Robert E. Lynch was the agent of the Plaintiff in the taking of the deed, that the plaintiff has never made a legal tender of the balance due on the deed; that the land was allotted to John S. Burgess on the 2nd day of May 1906; that the deed to Plaintiff was dated March 2 1903, that Carrie V. Hansen, Alma V. Gypson and Daniel W. Burgess are the children and heirs at law of John S. Burgess deceased, that the allotment of John S. Burgess has been partitioned between his heirs and that Lot 7, Section 35 - township 20, north range 12 east was partitioned to Carrie V. Hansen; that there was no conspiracy on the part of the defendants to defraud the defendant. That the defendants have tendered in court in court the money paid to Nora B. Burgess with interest; and that