

V That the plaintiff did on September 15th 1906 purchase from one Monday Lincoln the lands described in his complaint to wit: The south half of the south east quarter of Section thirteen 3 township nineteen (19) north Range fourteen 14, east and that on the same day the said Monday Lincoln did by Warranty deed convey the same to the plaintiff.

VI That the said Monday Lincoln is a duly enrolled Creek Freedman and that the land above described embraced a portion of his allotment in the Creek Nation.

VII. That on January 23, 1905, and May 18, 1905 the said Monday Lincoln executed to Frank L. Haymes his Warranty Deed to the lands herein described, that on June 26th 1906 the said Frank L. Haymes and Alice Haymes his wife conveyed by Warranty deed the said lands to the defendant E. C. Valentine which instrument of conveyance was duly filed for record on July 6th 1906.

VIII That Monday Lincoln reached his majority on August 15th 1906 and that he was therefore under both a natural and legal disability at the time of the execution of his deed to Frank L. Haymes that under Section 4 of the Original Agreement and Section 10 of the Supplemental Creek Agreement, the deed executed by said Monday Lincoln during his minority to the said Frank L. Haymes was void and incapable of ratification and was ineffective to convey title to his said allotment to said Frank L. Haymes or to his grantee E. C. Valentine, that having reached legal age on August 15th 1906 the said Monday Lincoln has a valid and subsisting title both at law and in equity which he could legally convey to the plaintiff on September 15th 1906 and that the plaintiff became independent co-tenant the owner of said lands and is entitled to have the former deeds to Frank L. Haymes and his grantee E. C. Valentine declared void, cancelled