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IN THE DISTRICT COURT IN AND FOR THE
COUNTY OF MUSKOGEE, IN THE
STATE OF OKLAHOMA
NO 7021.

The Iowa Land and Trust Company
Plaintiff,

Vs

Fannie Hawkins , et al, Defendants .

DECREE.

And now on this the 13 th day of March A.D. 1908 comes the Plaintiff by its solicitors and the defendant by their solicitors .

And it appearing to the Court that on the 22 day of October A.D. 1906, the plaintiff filed its bill of complaint against the defendant; and that on the 29th day of October A.D. 1906 the defendant filed its answer to the said complaint .

And this cause coming on to be heard upon the bill of complaint of the plaintiff, and the answer of the defendant; and the proof, oral, documentary and written, taken and filed herein, together with the report of the Master in Chancery filed herein, the findings of the said master in chancery being hereby now approved and the Court having heard the argument of counsel and being fully advised, finds:-

That it has full and complete jurisdiction of the parties hereto and of the subject matter hereof, and that the ~~equities~~ equities are with the defendants and against the plaintiff, The Iowa Land and Trust Company .

That on the 31st day of May A.D. 1906, the defendant Fannie Hawkins did make, execute and deliver to one John R Salter her certain instrument in writing wherein and whereby the said Fannie Hawkins did make, constitute and appoint the said John R Salter her true and lawful attorney in fact, for herself and in her name, place and stead, to lease, mortgage, sell and convey, all her right , title, and interest in and to the following described lands, to-wit :

The Southeast quarter of the Northeast quarter of Section Two (2) in Township Seventeen (17) North, Range Twelve (12) East .

That on or about the 28th day of June A.D. 1905 the defendant Fannie Hawkins, by and thru her true and lawful attorney in fact John R Salter , did make ~~execute~~ and deliver to the plaintiff her certain rental contract in writing, wherein and whereby the said Fannie Hawkins did rent to the plaintiff the following described land, to-wit:

The Southeast Quarter of the Northeast quarter of Section Two (2) in Township seventeen (17) North and Twelve (12) East of the Indian ~~Meridian~~ Base and Meridian .

That it was understood and agreed by and between the parties to the aforesaid rental contract that the said rental contract was for the period of five years from and after the date of said rental contract, to-wit: June 28 1905; and that possession of the said land was to be given to the plaintiff by the defendant on or before the 15th day of January A.D. 1906.

That in drawing the aforesaid rental contract , the scrivener by mistake inserted in the date blank on the nineteenth line of said rental contract the words and figures June 28, 1908, thus rendering the wording of said rental contract to be " the ~~land~~