

brother, Tom Coney, his grandchildren; that the mother of said petitioner and Tom Coney was named, Sallie Coney, and was the legitimate daughter of said Tuckabache, and said Sallie Coney died many years ago.

The Court further finds that one, Ned Tuckabache, was a full-blood citizen of the Creek nation of Indians, and the son of said Tuckabache, deceased, died prior to July 1st, 1902, at the time when the Laws of Descent and Distribution of the Creek Nation were in force; that he left no wife, mother, children or descendants of children, and that the said Tuckabache was his nearest relation and inherited his property; that there was allotted to said Ned Tuckabache, or his heirs, the following described land, to-wit:

Southeast quarter of Northeast quarter and Northhalf of the Southeast Quarter, and South Half of the South half of Southwest Quarter of the Northeast Quarter, all in Section Four, Township Nineteen North, Range Ten East, and Lots Four and Seven of Section Thirteen Township Nineteen North, Range Twelve East, all in Tulsa County, State of Oklahoma, and that the said Tuckabache became the owner of said lands in fee simple on the death of said Ned Tuckabache.

The Court further finds that said Tuckabache, deceased, received for his allotment of the lands of the Creek Nation, the following described land to-wit:

Southeast Quarter of Section Thirteen Township Nineteen North, Range Twelve East in Tulsa County, State of Oklahoma, consisting of 160 acres, more or less, and that he died seized of said land.

The Court further finds that; Martha Sevier claims to be the widow of said Tuckabache, but said claims are denied by his other heirs, but it appears that provisions have been made between the parties to said deed of conveyance as to that, and the court makes no finding on the matter.

The Court further finds that it is claimed said Tuckabache left a will, but the heirs of said Tuckabache contend that said deceased was incapable of devising or bequeathing said lands by will, and claim that these lands went to his heirs, It is also contended by the heirs that said will was procured through fraud and undue influence and at the time same was executed, the deceased was not of sound and disposing mind and memory, but the Court makes no findings on this matter in this proceeding.

The Court further finds that said Jennie Hickory conveyed all her undivided interest in said lands to Ethel Davis, and has executed her warranty deed therefor in the consideration of One Thousand Dollars, cash on the approval of said deed, and it being agreed and understood between the parties to said deed that if it is finally determined that said will is not valid or that said Tuckabache was incapable of devising or bequeathing said land by will, then said Ethel Davis shall pay the said Jennie Hickory, an additional sum of One Thousand Dollars, the same being full and final value for said land. It being also agreed and understood that if it should be finally adjudged by the court that such will is valid and does devise and bequeath said lands as described in said will, then the one thousand dollars paid on the approval of said deed shall be full and final payment, and no further payment shall be demanded.

The Court further finds that said consideration and agreement is a fair and reasonable consideration for said land, and that it is to the best interest of said Jennie Hickory that said conveyance be approved.

It is therefore considered ordered and adjudged that said conveyance from said Jennie Hickory to said Ethel Davis is hereby approved and confirmed on the provisions and conditions