

State of Oklahoma, County of Tulsa S.S.

Before me F.L. Dunn a Notary Public in and for said county and state, on this day personally appeared T A Penny, well known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same freely and voluntarily for the purposes and consideration therein expressed.

Given under my hand and seal of office this 24 day of May 1910
(SEAL) My commission as such Notary Public expires Nov. 28, 1912.

F L. Dunn, Notary Public

Filed for record at Tulsa, Okla May 24 1910 at 11:10 O'clock A.M.

H.C. Walkley, Register of Deeds (seal)

COMPARED

IN THE CIRCUIT COURT OF THE UNITED STATES FOR THE EASTERN DISTRICT OF OKLAHOMA

THE UNITED STATES OF AMERICA, FOR THE
USE OF THE CREEK NATION, Complainant

Vs.

The Frisco Oil & Gas Company, a corporation,
William L. Payne,
Claude A. Walton, and
Benjamin F. Gray,
Defendants

IN EQUITY, NO. 259.

DECREE.

This cause came on to be heard this 19th day of May, 1910, the same being a regular ^{court} day of the April 1910 Term of the Circuit Court of the United States for the Eastern District of Oklahoma holden at Tulsa, and was argued by counsel; and, thereupon, and upon consideration thereof the court being fully advised in the premises it is ordered, adjudged and decreed as follows:

First: That the town of Tulsa, Oklahoma, was surveyed and platted into town lots under authority of an Act of Congress approved June 28, 1898, commonly known as the Curtis Act, and that within the townsite so platted and surveyed were lots numbers 4, 7 and 8 in Block Number 65; and that by virtue of an agreement entered into between the Government of the United States and the Creek Nation of Indians on March 8, 1900, and the Act of Congress approved March 1, 1901, ratifying and adopting said agreement, it became the duty of this complainant, the United States of America, to sell and dispose of the said lots for the use and benefit of the Creek Nation of Indians to persons qualified and entitled to purchase same in accordance with the provisions of the said Creek Agreement and the Act of March 1, 1901 aforesaid.

Second: That the Townsite Commission authorized under said law to schedule and sell the above named lots, together with other lots in said townsite, did schedule and sell the said lots as follows:

Lot 4 in Block 65 to William L. Payne.
Lot 7 in Block 65 to Claude A. Walton and
Lot 8 in Block 65 to Benjamin F. Gray,

but that neither the defendant William L. Payne, nor the defendant Claude A. Walton, nor the defendant Benjamin F. Gray had ever acquired any right of occupancy, interest, title or ownership in or to the respective lots scheduled and sold to them and had no right to purchase same under any of the provisions of the said Creek Agreement and that the sale of the respective lots so made to each of them by the said Townsite Commission was without right or authority of law and in violation of the provisions of the said Act of Congress of March