

1, 1901, and that because thereof the beneficial interest, right and title in and to the said lots and each of them have at all times remained and is now in the said Creek Nation of Indians.

Third: That defendant The Frisco Oil & Gas Company has no title to said lots or any of them and no claim, right or interest therein by reason of any conveyance or conveyances purporting to transfer title to it to said lots or any of them

Fourth: That the complainant is entitled to have any and all deeds of conveyance made to any of said parties or by the said parties conveying, or attempting to convey, the said lots or any of them or in any wise affecting same, cancelled, set aside and for naught held and to have the legal and equitable title to said lots and each of them vested and fixed in the Creek Nation of Indians free and clear of any interest, right or claim of the said parties and from any effect of such deeds and conveyances; that the deed from the Creek or Muskogee Nation of Indians conveying lot 4 in block 65 to William L. Payne dated September 22, 1902, be, and the same is cancelled, set aside and for naught held, and that the deed from the Creek or Muskogee Nation of Indians conveying lot 7 in block 65 to Claude A. Walton dated September 22, 1902, be, and the same is cancelled, set aside and for naught held and that the deed from the Creek or Muskogee Nation of Indians conveying lot 8 in Block 65 to Benjamin F. Gray dated September 22, 1902, be, and the same is cancelled, set aside and for naught held, and that the deed from L. M. Poe and others to The Frisco Oil & Gas Company dated November 8, 1906, conveying the said lots or some of them be, and the same is, cancelled, set aside and for naught held, and that the deed from W.F. Decatur to The Frisco Oil & Gas Company dated October---, 1906, conveying said lots or some of them be, and the same is, cancelled, set aside and for naught held, and that the deed from Jabez N. Jackson to The Frisco Oil & Gas Company dated December 5, 1906, conveying said lots or some of them be, and the same is, cancelled, set aside and for naught held.

Fifth: It is further ordered and decreed that the defendants William L. Payne, Claude A. Walton and Benjamin F. Gray, shall within twenty days after the entry of this decree execute, acknowledge, prove and record in the proper recording office, in the manner provided by the laws of the state of Oklahoma, a good and sufficient deed of conveyance to the Creek Nation of Indians to vest the entire legal title thereof in the said Nation of the respective lots for which <sup>each</sup> ~~such~~ of them received deeds from the Creek Nation of Indians as stated in paragraph second hereof and to deliver said deeds of conveyance so executed, acknowledged, proved and recorded to the complainant for the use of said Nation; and that the defendant The Frisco Oil & Gas Company shall within twenty days after the entry of this decree execute, acknowledge, prove and record in the proper recording office, in the manner provided by the laws of the state of Oklahoma, a good and sufficient deed of conveyance to the Creek Nation of Indians of all of said lots to vest the entire legal title thereof in the said nation and to deliver said deeds of conveyance so executed, acknowledged, proved and recorded to the complainant for the use of said Nation.

And it is further ordered decreed that in case said defendants or any of them shall fail, neglect or refuse to make, execute, acknowledge, prove, record and deliver the said deed or deeds of conveyances ordered of them respectively in this fifth paragraph hereof in the manner and within the time in this paragraph fixed, then and in that case this decree shall stand, operate, and be a good, sufficient and complete conveyance from the defendants and each of them to the said Creek Nation of Indians of all the right, title and estate of each of said defendants in and to said lots and real estate and every part thereof effective for all purposes as would be the deeds of said parties if made by them