

And it appearing to the Court from the prior order and the petition of Silby Bell and from other evidence offered at the hearing of said petition that the order heretofore made was insufficient and did not fully set out the matters heretofore heard and did not recite the appearance of W. H. Manes and his attorney, P.J. Hurley, and it further appearing to this Court that on the 4th day of May, 1910, the petition of W.H. Manes for an order approving the deed of Silby Bell to her interest in the lands of her daughter, described as follows, to-wit:

The Southwest quarter of the Northeast quarter and Lots One and two and the Southeast quarter of the Northeast quarter of Section 6, Township 19, North, Range 11, East, was heard, and the prayer in the petition of W.H. Manes was denied. The said W.H. Manes was present in person and by his attorney P.J. Hurley, and E. R. Kemp was represented by his attorneys Biddison & Campbell and Silby Bell appeared in person and by her attorney, James H. Sykes, and all parties agreeing on an interpreter, Legus C. Perryman was sworn to interpret for the Court in the proceedings.

And it further appearing to the court from the evidence that the said Silby Bell had executed deed to W.H. Manes, but at the time of executing the deed she did not know what she was doing, and touched the pen to make her mark, without knowledge of what the instrument contained.

And it further appearing to the Court that the said Silby Bell was a full-blood indian and had no knowledge of the English Language, and she testified that she knew not the meaning of the word "deed" and did not understand any of the terms or conditions of the instrument she signed.

And it further appearing to this Court from the evidence of various witnesses, Legus C. Perryman, Samuel C. Davis, Oscar Nash and others who had known the said Silby Bell, that they had known her for years and that she did not speak the English Language *(in her own language)*.

And it appearing to the court that the said Silby Bell, did on the 21st day of April, 1910, make, execute and deliver to E.R. Kemp a warranty deed for the consideration of \$600.00 to the above described land, and filed herein, in this case, her petition for the approval of said deed, executed to E. R. Kemp, and she, after being fully examined by the attorneys and by the Court testified that she knew the contents thereof, that she was satisfied with the consideration, and asked that this court approve her deed made and executed to E.R. Kemp.

And it further appearing to the Court that \$600.00 was a just and reasonable consideration for the land, and that this amount had been paid by E.R. Kemp to the said Silby Bell.

It is therefore, ordered, adjudged and decreed that the deed executed to E.R. Kemp be approved and in all things declared valid, and the order of the court entered on May 4th, 1910 and filed herein, should be corrected and that the prayer of applicant E.R. Kemp be granted and that this Nunc Pro Tunc Order be entered as of the 4th day of May, 1910.

N.J. Gu bser.