

JONES, MRS. A. M.

WARRANTY DEED

062

FABENS INTERCEPTING DRAIN

0023-000

87-0023-60

21-(23)

784

X

THE STATE OF TEXAS, }
Mrs. A. M. Jones, a widow, } (being the same person as ~~AMT. M. Jones~~ ~~AMT. M. Jones~~ PRESENTS:
COUNTY OF EL PASO.
of the County of Los Angeles, State of California

~~Two hundred eighty and no/100~~
of the County of El Paso, State of Texas, in consideration of the sum of
~~(\$280.00)~~ DOLLARS,

for THE UNITED STATES OF AMERICA
to in hand paid by
as
THE UNITED STATES OF AMERICA the receipt of which is hereby acknowledged
ha. Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said

~~of the County of~~ Tracts or parcels of land lying and situate in El Paso County, Texas, and
in the Northeast quarter of the Northeast quarter (NE1/4) of Section five (5) Township
thirty-four South (T34S) Range eight East (R8E), Bureau of Reclamation Survey, and
being, all of lots one, two, three, four, five, six, seven and eight (1-2-3-4-5-6-7-8)
of Block "E" of the Riverside Addition to Fabens, Texas, according to a plat or map of
said addition on file in the office of the County Clerk of El Paso County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and ap-
purtenances thereto in anywise belonging, unto the said ~~The United States of America,~~
its successors the said Mrs. A. M. Jones
she as herself, her
heirs and assigns forever; and do hereby bind heirs, executors and adminis-
trators, to Warrant and forever Defend, all and singular, the said premises unto the said
~~The United States of America, its successors~~
heirs and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.
WITNESS January hand at 31 this day of
A. D. 19 MRS. A. M. JONES

Witnesses at Request of Grantor
E. D. Winter

THE STATE OF TEXAS
COUNTY OF EL PASO
LOS ANGELES

Jennie M. Gilbert, Notary Public

BEFORE ME,

Los Angeles County,

California

Mrs. A. M. Jones, a widow,

personally appeared

in and for El Paso County, Texas, on this day

known to me to be the person whose name

subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

6th

January

31

Given under my hand and seal of office, this

Jennie M. Gilbert

A. D., 19

My Commission Expires June 7, 1932.

Notary Public

(SEAL)

THE STATE OF TEXAS.

COUNTY OF EL PASO.

Before me,

El Paso County, Texas, on this day personally appeared

in and for

wife of

known to me to be the person whose name is subscribed

to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same by me fully explained to her, she, the said

acknowledged such instru-

ment to be her act and deed, and declared that she had willingly signed the same for the purposes and consid-
eration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this

day of

A. D. 19

THE STATE OF TEXAS.

COUNTY OF EL PASO.

W. D. Greet

I

Clerk of the Court,

Court of said County, do hereby certify that the above instrument of writing, dated on the 6
day of Jan., A. D. 1931, with its certificate of authentication, was filed for record in my
office this 19 day of Jan., A. D. 1931, at 4:19 o'clock P. M.
and duly recorded the 5 day of Feb., A. D. 1931, at 10:15 o'clock A. M.
in the records of said County, in Volume 541 on Pages 310

Witness my hand and the seal of the County Court of said County, at office El Paso, Texas, the day and
year last above written.

W. D. GREET

Clerk County Court, El Paso County, Texas.

By

Iva Cochran

Deputy

Mrs. A. M. Jones,

a widow,

TO

The United States of America

WARRANTY DEED

Single and Wife's Separate Acknowledgment

Filed for record January 19, 1931

at 4:19 o'clock P. M.

W. D. GREET

Clerk

County Court, El Paso County, Texas.

By Jeannette Brittan

Deputy

ELLIS BROS. PRINTING CO., EL PASO

541/310

1/6/31.

6426 Pallard St-
Los Angeles, Calif
Nov-20-1938

Mr H. J. S. Devries
Dist. Counsel,
El Paso, Texas.

Dear Sir:-
I am sending you
the original deed from N. R. &
M. N. Marchbanks to C. D. Wilford.
I can not see anything wrong
with acknowledgment, but possibly
the Hon. Abstract Co. can find
a great big straw man hidden
therein. Will attend to the
taxes in a day or two.

Did not know 1925 was unpaid

Very truly yours
C. D. Wilford
for Mrs. Ann Jones

6424 Paeppard Street
Los Angeles, California
10-26-1930.

Mr. H. J. S. Davies
Bureau of Reclamation
El Paso, Texas.

Dear Sir:-

Replying to yours
of the 23rd inst, regarding A. M.
Jones, Armin M. Jones & Mrs A. M.
Jones.

Reg to state all are the
same person. That at the time
conveyance was made she was
and now is a widow - with
no children. I trust this
this answers satisfactorily your
inquiry.

Very truly yours
C. D. W. Feder

10/29

Mr. Hensley: this
do you have
contact
Agood

Mr. Rodley

6423 Pallard Street
Los Angeles, Calif
Oct. 13th 1930

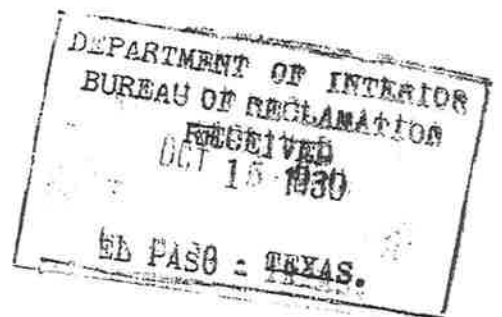
Mr L. R. Fick, Supt
Bureau of Reclamation
El Paso, Texas

Dear Sir:-

Enclosing Purchase
Contract to Lots 1-8. Blk E. in
Fabens, Texas, duly acknowledged.
I thank you for your
interest in getting the
increased allowance on these
lots.

Very truly yours
Mrs A. M. Jones

W



CERTIFICATE OF POSSESSION

I HEREBY CERTIFY that I have personally examined the land described in attached land purchase contract dated October 11, 1930, between the United States and Mrs. A. M. Jones, and that the proposed grantors are in actual, sole and exclusive possession of the land proposed to be conveyed, claiming to be the owners thereof, and no person claiming a right in such land adverse to the proposed grantors is in possession of any part of it.

Dated at El Paso, Texas, this 21st day of October,
1930.

~~Don W. Bradley~~
~~President~~

CERTIFICATE BY PROJECT SUPERINTENDENT

I hereby certify that the land described in attached land purchase contract dated October 11, 1930, between The United States of America and Mrs. A. M. Jones, is required for purposes authorized by the Act of June 17, 1902, (32 Stat., 388), namely, as right of way for the Fabens Intercepting Drain, a part of the Rio Grande Federal Irrigation Project; that the consideration to be paid thereunder, namely, \$280.00, is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

Dated at El Paso, Texas, this 21st day of October,
1930.

L. S. Plock
Superintendent

ABSTRACT OF AGREEMENT
ADVERTISING—AWARD—FORM

No. 116r-459
(Contract)
Date 10/11, 1930

Department of the Interior
(Department or establishment)

Bureau of Reclamation
(Bureau or office)

El Paso, Texas
(Location)

ABSTRACT OF AGREEMENT

Mrs. A. M. Jones

(Name of contractor)

Total amount, \$ _____

By _____ Subject _____

Title _____ Contract period _____

Address _____ Appropriation _____

Contracting officer _____ Discount _____

Items _____

Quantity _____

Unit price(s) _____

Deliveries _____

Conditions _____

Payments _____

Deductions _____

Special requirements:

Damages, actual _____

Damages, liquidated _____

Other _____

Remarks _____

METHOD OF OR ABSENCE OF ADVERTISING

(Section 3709 of the Revised Statutes)

1. After advertising in newspapers.
2. After advertising by circular letters sent to _____ dealers and *by notices posted in public places.*
3. Without advertising, under an exigency of the service which existed prior to the order and would not admit of the delay incident to advertising.
4. Without advertising, in accordance with _____

5. Without advertising, it being impracticable to secure competition because of * _____

*See Note 1 on reverse hereof.

AWARD OF CONTRACT

(State whether to lowest bidder, or otherwise; if otherwise, reasons for rejection of lower bid or bids must be given hereon or on the abstract of bids or the bids filed herewith)

FORM OF AGREEMENT

- A. Under formal contract.
B. Under written proposal and acceptance.
C. Under less formal agreement _____

(State character)

CERTIFICATE

I certify that the foregoing abstract is true and correct; that the agreement was made in consequence of No. _____ of the method of advertising and in the form lettered _____ as shown above; that the articles or services covered by the agreement are necessary for the public service, and that the prices charged are just and reasonable.

(Signature of officer)

(Title)

NOTE 1.—Among the reasons which may be assigned as making competition impracticable (see No. 5 of "Method of or Absence of Advertising") are the following:

- (a) Under a formal contract for construction, there arises a necessity for additional work practicable of performance only by the contractor.
(b) The articles wanted are patented or copyrighted and not on sale by dealers, but by the owners of the patent or copyright, or their agents or assigns alone, at a fixed and uniform price.
(c) There is only one dealer within a practicable distance from whom the articles can be obtained.
(d) Prices or rates are fixed by legislation, either Federal, State, or municipal; or by competent regulation.
(e) Previous advertising for the identical purchase has been followed by the receipt of no proposals or only of such as were unreasonable, and under circumstances indicating that further advertising would not alter results.

NOTE 2.—This abstract will be used to support all agreements, both formal contracts and less formal agreements of whatever character, involving the receipt or expenditure of public funds. It should be executed so far as applicable and signed by the contracting officer, and be attached to and accompany the agreement to the General Accounting Office.

NOTE 3.—Where the details of an agreement are too voluminous to adequately state them briefly in any of the spaces provided therefor in the abstract, the statement thereof may be carried to the space below or made on a separate sheet.

10-1751

I certify that the foregoing statement is true and correct; that the agreement was made in consequence of No. 4 of the method of or absence of advertising and in accordance with award of contract lettered A, as shown above; that where lower bids (expenditure contracts) or higher bids (receipt contracts) as to price were received a statement of reasons for their rejection, together with an abstract of bids received, including all lower than that accepted in case of expenditure contracts and all higher in case of receipt contracts, is given below or on the reverse hereof or on a separate sheet attached hereto; that the articles or services covered by the agreement (expenditure) are necessary for the public service, and that the prices charged are just and reasonable.

L.R.Flock
Superintendent

DEPARTMENT OF THE INTERIOR

BUREAU OF RECLAMATION

Rio Grande Irrigation Project

RECORD OF EXECUTION OF CONTRACT

IN RE CONTRACT, and bond, if any, relating to above-named project, dated Oct. 11, 1930
symbol and number 116r-459; made by Mrs. A.M. Jones
amount involved, \$ 280.00; authority No. _____ or clearing account _____
purpose Purchase of land
Reference: _____

Notice of execution of contract to be given Chief Engineer at Denver, Superintendent at El Paso, Texas, District Counsel at El Paso, Texas
and _____

Place El Paso, Texas Date Oct. 21, 1930

1. On this date the above-described contract was executed (or) passed, and bond, if any, approved (or) passed, by this office, and transmitted to district counsel for legal approval.

L.R. Plock, Project Superintendent.

Inclosures:

Original and 3 copies of this form.
Original and 4 copies of contract.

Place El Paso, Texas Date Nov. 1, 1930

2. On this date the above-described contract, with bond, if any, was given legal approval by this office, and transmitted to the Rio Grande Project office.

H. J. S. Devries, District Counsel.

Inclosures:

Original and 2 copies of this form.
Original and 4 copies of contract.

Denver, Colorado, Date _____

3. On this date the above-described contract was executed, and bond, if any, approved by this office.

_____, Chief Engineer.

Denver, Colorado, Date _____

4. On this date the above-described contract, with bond, if any, was passed by this office and transmitted to the Washington office.

_____, Chief Engineer.

Inclosures:

Original and _____ copies of this form.
Original and _____ copies of contract.

Washington, D. C., Date _____

5. On this date the above-described contract was executed, and bond, if any, approved by _____

_____, Commissioner.

DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

El Grande

IRRIGATION PROJECT

LAND PURCHASE CONTRACT

THIS CONTRACT, made this 11th day of October, 1923, in pursuance of the act of June 17, 1902 (32 Stat., 388), and acts amendatory thereof or supplementary thereto, between the UNITED STATES OF AMERICA, hereinafter styled the United States, by

L.R. Flock

, Superintendent, Bureau of Reclamation, thereunto duly authorized,¹ ~~and subject to the approval of the proper supervisory officer thereof,~~ and

Mrs. L.M. Jones

and , his wife, hereinafter styled Vendor,

of **Los Angeles**, County of **Los Angeles**, State of **California**

2. WITNESSETH, That for and in consideration of the mutual agreements herein contained, the parties hereto do covenant and agree as follows:

3. The Vendor shall sell and by good and sufficient **general warranty** deed, (General warranty, covenant against grantor, or quitclaim) convey to the United States, free of lien or encumbrance, the following-described real estate which is

h property, situated in the County of **El Paso**
(Homestead, community, separate)

State of **Texas**, to wit:

Tracts or parcels of land lying and situate in El Paso County, Texas, and in the Northeast quarter of the Northeast quarter (NE1/4) of Section Five (5) Township thirty-four South (T34S) Range eight East (R8E), Bureau of Reclamation Survey, and being all of lots one, two, three, four, five, six, seven and eight (1-2-3-4-5-6-7-8) of Block "E" of the Riverside Addition to Fabens, Texas, according to a plat or map of said addition on file in the office of the County Clerk of El Paso County, Texas.

¹ Strike out clause regarding approval of supervisory officer if not applicable

4. Upon receipt of notice that this contract has been approved on behalf of the Bureau of Reclamation, the Vendor shall, without cost to the United States, promptly furnish a complete abstract of title covering the said property, which shall later be extended by the Vendor to include each instrument subsequently recorded in connection herewith, including the conveyance made pursuant to this contract: *Provided*, That if the Vendor fails or refuses to furnish such abstract of title within sixty days after notice that this contract has been approved, such abstract may be procured by the United States at the expense of the Vendor and the cost thereof deducted from the purchase price of said property. If the United States has available either a full or partial abstract of title covering said property, the same shall be utilized under this contract without charge to the Vendor.

5. The Vendor shall procure and have recorded without cost to the United States all assurances of title and affidavits which the Vendor may be advised by the United States are necessary and proper to show in the Vendor complete fee simple unencumbered title to said property, and the time spent in procuring, recording, and transmitting the same to the United States, and in furnishing or securing abstract of title, shall be added to the time limit of this contract.

6. The United States shall purchase said property on the terms herein expressed, and upon execution and delivery of the deed provided in Article 3 and the signing of the usual Government vouchers therefor, and their further approval by the proper Government officials, it shall cause to be paid to the Vendor as full purchase price and full payment for all damages for entry upon the said property and the construction, operation, and maintenance of reclamation works thereon under said act, the sum of

Two hundred eighty no/100----

dollars

(\$ **250.00**), by U. S. Treasury warrant or fiscal officer's check.

7. Liens or encumbrances existing against said property may, at the option of the United States, be removed at the time of conveyance by reserving from the purchase price the amount necessary, and discharging the same with the money so reserved, but this provision shall not be construed to authorize the incurrence of any lien or encumbrance as against this contract, nor as an assumption of the same by the United States.

8. The Vendor may retain possession of said property until **October 15th, 1930** notwithstanding earlier delivery of the deed as herein provided, and may harvest and retain the crop

thereon until **October 15th, 1930** ; except that the proper officers and agents of the United States shall at all times have unrestricted access to survey for and construct reclamation works, telephone and electrical transmission lines, and other structures and appliances incident to said reclamation works, free of any claim for damage or compensation on the part of the Vendor.

9. This contract shall become effective to bind the United States to purchase said property immediately upon its approval by the proper supervisory officer of the Bureau of Reclamation, and shall terminate by limitation at the expiration of **twelve** months from its date, unless extended as above provided, and shall inure to the benefit of and be binding upon the heirs, executors, administrators, and assigns of the Vendor, and the successors and assigns of the United States.

10. Where the operations of this contract extend beyond the current fiscal year, it is understood that the contract is made contingent upon Congress making the necessary appropriation for expenditures thereunder after such current year has expired. In case such appropriation as may be necessary to carry out this contract is not made, the Vendor hereby releases the United States from all liability due to the failure of Congress to make such appropriation.

11. The Vendor warrants that the Vendor has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract, or, in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commissions payable by contractors upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Vendor for the purpose of securing business with others than the Government.

12. No Member of or Delegate to Congress, or Resident Commissioner, after his election or appointment or either before or after he has qualified and during his continuance in office, and no officer, agent, or employee of the Government, shall be admitted to any share or part of this contract or agreement, or to any benefit to arise thereupon. Nothing, however, herein contained shall be construed to extend to any incorporated company, where such contract or agreement is made for the general benefit of such incorporation or company, as provided in section 116 of the act of Congress approved March 4, 1909 (35 Stat., 1109).

IN WITNESS WHEREOF the parties have hereto signed their names the day and year first above written.

THE UNITED STATES OF AMERICA,

Witnesses:

By L.R. Flock OCT 22 1930
Superintendent, Bureau of Reclamation.

C.D. Winder

P. O. Address 6424 Pollard Street

Los Angeles, California

P. O. Address _____

P. O. Address _____

P. O. Address _____

Approved: _____

(Date) _____, 192

Mrs. A. M. Jones

Vendor.

Vendor.

Vendor.

P. O. Address 6423 Pollard St.,
Los Angeles, Calif.

CERTIFICATE OF RECORD

State of Texas)
County of El Paso)

I, W. D. Greet, County Clerk in and for the said County, do hereby certify that the foregoing instrument of writing with its certificate of authentication, was filed for record in my office on the 5th day of November, 1930 at 4:55 P.M. o'clock and duly recorded on the 17th day of November, A.D. 1930, at 2:30 P.M. in the Deed Records of said County, in Volume 531 on page 464.

Witness my hand and seal of the County Court of said County, at office in El Paso, Texas, the day and year last above written

W.D.Greet
County Clerk
By Iva Cochran, Deputy

[SEAL]

Jennie M. Gilbert

My commission expires June 7, 1933

Notary Public

CERTIFICATE OF COUNTY RECORDER

STATE OF _____ } I hereby certify that this instrument was filed for record at
COUNTY OF _____ } ss: my office at _____ o'clock _____ M., _____, 192
and is duly recorded in Vol. _____ of _____
Page No. _____

County Recorder.

By _____

Fees, \$ _____

AFFIDAVIT OF DISINTERESTEDNESS

STATE OF Texas }
COUNTY OF El Paso } ss: (Execute only on Returns Office copy)

I do solemnly swear (or affirm) that the copy of contract hereto annexed is an exact copy of a contract made by me, personally, with Mrs. A. M. Jones that I made the same fairly without any benefit or advantage to myself, or allowing any such benefit or advantage corruptly to the said Mrs. A. M. Jones, or to any other person or persons; and that the papers accompanying include all those relating to the said contract, as required by the statute in such case made and provided.

L.R. Flock

Superintendent Bureau of Reclamation.

Subscribed and sworn to before me at El Paso, Texas

this 17th day of October, A. D. 19230

Geo. W. Headley

[OFFICIAL SEAL]

My commission expires _____

GOVERNMENT PRINTING OFFICE

6/1-31

6423 Paeon Street
Los Angeles, Calif
Sept 16th 1930

Mr Geo H. Hoadley,
U.S.P.S.,
El Paso, Texas.

Dear Sir:- I have yours of the
13th relative to lots in
Riverside addn to Fabens, Tex,
and thank you for the infor-
-mation given.

Those lots cost me a great
deal more than I can ever
expect to get in return,
but naturally I want to lose
as little as possible.

I do not like to make
a price for fear of making
it too much, so you
consult with the Superintendent
and I'm sure you will
allow a fair price

As to the abstract Mr P. D. Windra
told me that C. B. Stevens, Real-Estate
agt. in El Paso, had the
abstract, but was unable

to locate it when he
called for it. He may have
located it since.

Do the best you can for
me & let it go at that

Very truly yours
Mm A. M. Jones.

6423 Paeant Street
Los Angeles, Calif.
^{Sept.}
August 5th 1930.

Mr. George W. Hoadley,
Go. Teller Club,
El Paso, Texas.

Dear Sir:-

I own eight (8) lots in Riverside addition to Fabens Texas, through which the Reclamation Service proposes to run a drainage ditch, for which they will allow me the rate of \$15.00 per lot. This is only a small portion of what these lots cost me. Besides the portions remaining will be of no value. I wrote to my friend H. P. Jackson of your city who saw Mr. Jackson who advised to see you, but Mr. Jackson reports that you were out of the city & by the time of your return he also would be away. This property was assessed for taxation at \$20.00 per lot which amount is supposed to be only a portion of its value. I respectfully ask that you consult with the Sup.

of the U.S.O.S. and see if
I can be allowed a more
reasonable price.

Very truly yours

A. M. Jones

ccw.

DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Rio Grande

IRRIGATION PROJECT

REPORT ON LAND PURCHASE CONTRACT

(SEE PAGES 251-267, VOL. I, OF MANUAL)

INFORMATION relating to land purchase contract made **October 11, 1930**, ~~192~~ with

Mrs. A. M. Jones

1. State purpose for which the land is required.

Excess Intercepting Drain

2. State description and *approximate area* of land to be conveyed.

Fully described in contract

3. State nature, number, and date of entry by which it was acquired under public land laws, also date of final certificate and patent; if such has been issued.

No public lands in Texas

4. State names of the owners, post-office addresses, and county and State of residence. Give names of wives and husbands, as the case may be; if unmarried, widow, or widower, so state.

**Mrs. A. M. Jones (Annie M.) 6423 Rollard St., Los Angeles,
California.**

**Deed to the land to be acquired recites "Annie M. Jones, a
single woman"**

5. State who is in possession of the premises to be conveyed, or of any part thereof, and if a tenant, give his name and post-office address. If the land is held under a lease, state the general terms of such lease, the date the tenant is to give up possession, and state clearly whether any arrangement has been made with the tenant for the disposition of his affected interest.

Owner in possession

6. State whether land is subject to right of way by virtue of contract with water users' association, irrigation district, or other agreement.

No

7. State how much of the land is under cultivation, to what kind of crops, with area of each crop cultivated, and how much is not cultivated but is capable of being brought under cultivation, as well as the general character of such land; also the condition and kind of improvements, if any. Give a detailed estimate of the value of all important improvements on the land, such as buildings; *also the amounts and values of the several classes of land.*

Uncultivated, but subject to cultivation

8. If any portion of the land is irrigated, state what water rights go with the land and how much of the cultivated and how much of the uncultivated land is capable of irrigation.

Water rights in the Franklin Drain

9. State the selling price of similar land in the vicinity.

**Similar lots in Riverside Addition have sold at from
\$75.00 to \$100.00 per lot**

10. State fully any other matters relative to the land or to the purchase that may be of interest to the Government, especially concerning possible injury or benefit to other portions of this tract.

The contract is for the entire holding of the contractor

Dated **October 17th**, 192 **30**

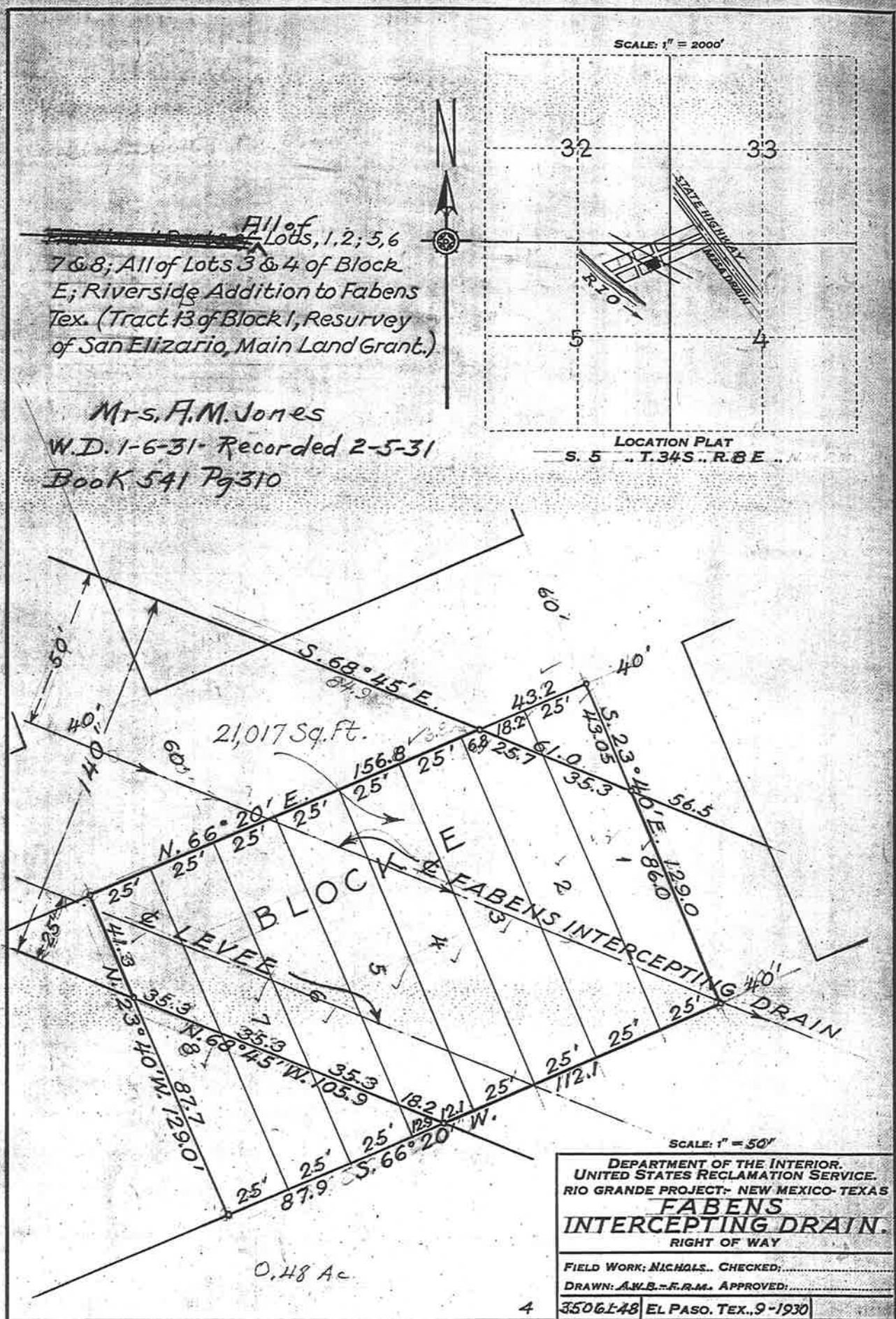
(Signature) **Geo. W. Roadley**

L. R. Flock

(Title) **Junior Engineer**
In Charge of Negotiations.

Approved:

Project Engineer
Superintendent



El Paso, Texas.

February 17, 1931

From Superintendent
To The Commissioner, Washington, D. C.
Subject: Land Purchase Contract, Mrs. A. M. Jones - Rio Grande Project.

1. There is enclosed herewith voucher, deed and guarantee title, covering the purchase of land for Fabens Intercepting Drain from Mrs. A. M. Jones, under contract No. 116r-459 dated October 11, 1930, for payment after certificate has been attached signed by the Secretary of the Interior to the effect that a valid title has passed to the United States, in accordance with decision from the General Accounting Office.

L.R. Plock

In duplicate.

Encl.

El Paso, Texas, February 11, 1931.

From: District Counsel

To: Superintendent, El Paso, Texas

Subject: Acquisition of Land - Opinion of Title - Land Described in contract dated October 11, 1930, with Mrs. A. M. Jones; Area, 8 town lots; Consideration, \$280.00; for Fabens Intercepting Drain - Rio Grande Project.

1. A good and indefeasible title to the real property described in the above mentioned land purchase contract is found to be now vested in the United States free and clear of liens and encumbrances, as disclosed by recorded warranty deed dated January 6, 1931, from Mrs. A. M. Jones to the United States and by certificate of guarantee of title No. Texas-15260 of the New York Title and Mortgage Company issued through the Pioneer Abstract and Guarantee Title Company of El Paso, Texas, dated January 19, 1931.

2. All taxes assessed up to and including the year 1930 appear to have been paid and, while taxes in Texas become a lien as of the first of the taxable year, the taxing officials of Texas have not made levies or assessments for the year 1931 and consequently taxes for the year 1931 have not attached to the property acquired by the United States.

3. The consideration named in the contract is \$280.00. As there are no deductions to be made therefrom, the said sum may be paid to the contractor. The voucher and check covering such payment should be addressed to the contractor, Mrs. A. M. Jones, 6423 Pollard Street, Los Angeles, California.

4. Because of the recent ruling of the Comptroller General to the effect that the special fiscal agent at El Paso is not authorized to pay under such land acquisition transactions, but that the payment could only follow a certificate from the Secretary of the Interior that the United States received good title to the land, it will probably be necessary to send the deed and all related papers to Washington for appropriate certificate of the Secretary of the Interior to be attached.

5. The original and two copies of the recorded deed and the original of the certificate of guarantee of title are transmitted herewith.

H. J. S. Devries

cc - Commissioner, Washington
C. E., Denver

HJSD:JB

El Paso, Texas, February 11, 1931.

Mr. C. D. Winder,
6423 Pollard St.,
Los Angeles, Calif.

Dear Mr. Winder:

We regret very much the delay incurred in payment to Mrs. Annie M. Jones under land purchase contract concerning which you make inquiry in your letter of February 7, 1931. After the deed was received it was necessary to have it recorded and a guarantee of title certificate then had to be procured from the title company which has been done and the matter has been placed in line for payment. A recent ruling of the Comptroller General requires that payment for real estate purchased for the Bureau of Reclamation must be paid in the Washington office, but everything possible will be done to expedite the matter of payment.

Very truly yours,

H. J. S. Devries,
District Counsel.

cc - Supt., El Paso

6423 Pallant St.
Los Angeles Calif
February 7th 1931

Mr. H. J. S. Devries
Distt Counsel
El Paso, Texas

Dear Sir: - Regarding the warranty deed
to lots in Fabens from Mrs A. M. Jones.
Mrs Jones wishes me to say that it has
now been one month since you
received the deed and no check yet has
received by her. Kindly send out a
check that this may be hurried along.
She needs the money.

Very truly yours
C. W. D. Jones

OFFICERS

TOM B. NEWMAN
President
N. H. GILLOT
Vice-President
JAMES W. GIBB
Vice Pres. & Treas.
A. G. FOSTER
Secretary
B. E. SCHWARZBACH
Asst. Sec'y

Pioneer Abstract & Guarantee Title Company

First National Bank Building

El Paso, Texas

Jan. 20, 1931

DIRECTORS

A. H. CULWELL
A. G. FOSTER
JAMES W. GIBB
N. H. GILLOT
TOM B. NEWMAN
H. H. NEWMAN
M. C. WILCOX

Mr. H. J. S. DeVries,
U.S.R.S.
Toltee Building,
El Paso, Texas.

Dear Mr. DeVries:

We are enclosing recording receipt
for the deed from Annie M. Jones to U.S.A.

Thanking you, we are

Yours very truly,

P. J. Huchton

Cashier.

El Paso, Texas,

January 13, 1951.

In re: Your file No. 8000 BES:MF

Pioneer Abstract & Guarantee Title Co.,
Two Republics Bldg.,
El Paso, Texas.

Gentlemen:

There is enclosed herewith warranty deed
executed by Mrs. A. M. Jones pursuant to her contract with
the United States which matter you are handling for the
ultimate issuance of certificate of guarantee of title.

Very truly yours,

H. J. S. Devries,
District Counsel.

El Paso, Texas, January 12, 1931.

Mrs. A. M. Jones,
6423 Pollard St.,
Los Angeles, Calif.

Dear Madam:

This will acknowledge receipt of your letter of January 6, transmitting warranty deed to certain lots covered by land purchase contract between yourself and the United States.

As soon as the title guarantee company has issued its certificate of guarantee of title in favor of the United States the matter will be put in line for payment so that the transaction may be entirely consummated.

Very truly yours,

H. J. S. Devries,
District Counsel.

6423 Paeon St.-
Los Angeles, Calif
January 6-1931

Mr. H. J. S. Devries
Dist. Counsel
U.S.R.S.
El Paso, Texas

Sir:- Enclosing Warranty Deed to
8 lots, Riverside addn to the town
of Fabens, Texas, duly signed and
acknowledged. Kindly close this matter
as soon as possible

Very truly yours
Mrs A. M. Jones.
by consent

El Paso, Texas, January 2, 1931.

Pioneer Abstract & Guarantee Title Co.,
Two Republics Bldg.,
El Paso, Texas.

In re: Your File C-8000.

Gentlemen:

We have your letter of December 30 pertaining to the Mrs. A. M. Jones land purchase contract, Lots 3 to 8 - Block E, Riverside Addition to City of Fabens.

We have forwarded to the vendor a warranty deed for execution and the same will be handed to you promptly on its receipt.

Very truly yours,

E. J. S. Devries,
District Counsel.

El Paso, Texas, January 2, 1931.

Mrs. Annie M. Jones,
6423 Pollard St.,
Los Angeles, Calif.

Dear Mrs. Jones:

Enclosed is warranty deed covering land described in contract with the United States for land purchase, dated October 11, 1930.

Will you kindly execute the deed, signing same "Mrs. A. M. Jones" before a notary public, and return the executed deed to us so that we may put the matter in line for payment to you.

We transmit herewith the original deed from W. R. Marchbanks to C. D. Winder and thank you for having sent same to us.

Very truly yours,

W. J. B. Devries,
District Counsel.

2 encl.

OFFICERS
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N. H. GILLOT
Vice-President
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Vice Pres. & Treas.
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Pioneer Abstract & Guarantee Title Company
First National Bank Building
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TOM B. NEWMAN
H. H. NEWMAN
M. C. WILCOX

December 30, 1930,

Mr. H. J. S. Devries,
Toltec Club Bldg.
El Paso, Texas,

Dear Sir:


In Re:C/8000

On November 10, we reported the condition of the title to Lots 3 to 8, inclusive, Block "E", of the Riverside Addition, to the City of Fabens, Texas, which property it was contemplated would be conveyed to you by Annie M. Jones, a feme sole, and in said report, we requested a quitclaim deed from Marchbanks and wife.

On December 17th, we advised you or Mr. Hoadley that this quitclaim deed would not be necessary for the reason that our attorneys saw fit to pass the acknowledgment to the original deed.

Are you now in position to let us know at approximately when this transaction will be closed? We will appreciate any information that you may be able to give us in this matter.

Very truly yours,


A. Secy.

BES:MF.

OFFICERS
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President
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Vice-President
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A. G. FOSTER
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H. H. NEWMAN
M. C. WILCOX

December 17th, 1930,

Mr. Geo. W. Hoadley,
Bureau of Reclamation Service,
Toltec Club Building,
El Paso, Texas,

Dear Sir:

We return herewith original deed No. 74610 from N. R. Marchbanks, and wife, to C. D. Winder, which is dated March 5, 1923, and was filed for record on the 17th day of July, 1924, under clerk's file number above mentioned, and is now of record in Book 426, page 509, Deed Records.

The acknowledgment of M. H. Marchbanks, has been passed by our attorney's and the transaction may now be closed at any time that you are ready.

Very truly yours,


A. Secy.

BES:MF.

El Paso, Texas, November 17, 1930.

Mrs. Annie E. Jones,
6423 Pollard St.,
Los Angeles, Calif.

Dear Madam:

We are in receipt of a letter from the Pioneer Abstract & Guarantee Title Co. in which they report concerning Lots 3 to 6, inclusive, in Block "E" of the Riverside Addition to Fabens, Texas, as follows:

"1926 state and county taxes are delinquent in the sum of \$6.77. 1930 state and county taxes are now due in the sum of \$1.94."

"We will require a quitclaim deed or a correction deed from Ed. R. Marchbanks and wife, M. H. Marchbanks, for the reason that the deed from said parties to G. D. Winder dated March 5, 1923, and recorded in Book 426, page 509, Deed Records, contains a defective wife's separate acknowledgment. However, the original deed may be obtained, re-acknowledged, and refiled for record."

Will you please see that these matters are taken care of so that the title certificate may be procured.

Very truly yours,

H. J. S. Devries,
District Counsel.

By JHS

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Yuma, Arizona
Nov. 16, 1930.

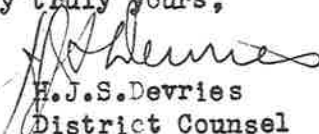
Mr. J. A. Bain,
c/o Bureau of Reclamation
El Paso, Texas.

Dear Mr. Bain:

We had a very satisfactory trip all the way coming over and am right now in the middle of the damage claim hearings. It looks like it will take up all of this week but we cannot tell just yet how long we will be engaged on the matter.

Will you please write a letter to Mrs. Annie M. Jones signing my name by your initials copying the marked portion of the enclosed letter relating to the status of her title and ending with a request that the matters mentioned in the Pioneer Company's letter be taken care of so that the title certificate may be procured. Kindly then show the enclosed letter to Mr. Hoadley and file in the proper land purchase file.

Very truly yours,


E.J.S. Devries
District Counsel

PIONEER ABSTRACT & GUARANTEE TITLE CO.

EL PASO, TEXAS

TITLE DEPARTMENT

PRELIMINARY OPINION

November 10, 1930,

IN REPLY PLEASE REFER TO

NO. 8000

EXAMINER BES:MF.

TO Mr. H. J. S. Devries,
Toltec Club Building,
El Paso, Texas,

IN RE: purchase from Annie M. Jones.

PROPERTY: Lots 3, 4, 5, 6, 7, and 8, in Block "E", of the Riverside Addition,
to Fabens, in El Paso County, Texas.

INSTRUMENTS EXAMINED: None,

RECORD TITLE IN: ANNIE M. JONES, a feme sole,

SUBJECT TO:

TAXES: 1925 state and county taxes are delinquent in the sum of \$6.77.
1930 state and county taxes are now due in the sum of \$1.94.

PAVING: None.

This property is not within the city limits of the City of Fabens.

No investigation has been made as to the condition of water charges
and assessments.

We will require a quitclaim deed or a correction deed from Ed. R.
Marchbanks and wife, M.H. Marchbanks, for the reason that the deed
from said parties to C.D. Winder dated March 5, 1923, and recorded
in Book 426, page 509, Deed Records, contains a defective wife's
separate acknowledgment. However, the original deed may be
obtained, re-acknowledged, and refiled for record.

May we advise in this connection, that we do not find the contract
between Jones and the United States of America of record.

Very truly yours,


E. Seely,

BES:MF.

skr

Jones

El Paso, Texas.

November 4, 1930

County Clerk,
El Paso County,
El Paso, Texas.

Dear Sir:

Transmitted herewith is land purchase contract between the United States and Mrs. A. M. Jones, which kindly record billing the Bureau of Reclamation, Toltec Building, El Paso, Texas, with recording fee.

Very truly yours,

Chief Clerk.

Encl.

El Paso, Texas, November 1, 1930.

Pioneer Abstract & Guarantee Title Co.,
First National Bank Bldg.,
El Paso, Texas.

Gentlemen:

Will you kindly supply a guarantee of title certificate certifying that the fee simple unencumbered title is vested in the United States by warranty deed to be procured from Mrs. A. M. Jones, a widow, to certain lots described in contract dated October 11, 1930, between the United States and Mrs. A. M. Jones, being all of lots 3, 4, 5, 6, 7 and 8 of Block E of the Riverside Addition to Fabens, Texas.

Very truly yours,

H. J. S. Devries,
District Counsel.

El Paso, Texas, October 23, 1930.

Mr. C. D. Winder,
6424 Pollard St.,
Los Angeles, Calif.

Dear Sir:

By proposed contract dated October 11, 1930, the United States proposes to acquire from Mrs. A. M. Jones a certain parcel of land in El Paso County for use in connection with irrigation and drainage works. It is observed that you signed the contract as a witness to Mrs. Jones' signature and it also appears that you conveyed the land in question to "Annie M. Jones, a single woman".

It is by reason of your familiarity with the matter that we are writing to ask you if you would be good enough to advise us as to the marital status of Mrs. Jones at the time you conveyed the land to her and at the present time. This is necessary in passing upon the contract to determine whether or not there could possibly arise adverse claims on account of Mrs. Jones' marital status on behalf of a husband or heirs. The fact that the land was conveyed to Annie M. Jones as a single woman and that the contract with the United States is executed by Mrs. A. M. Jones prompts this inquiry.

There is a self-addressed return envelope enclosed for your convenience in replying, no postage being required.

Very truly yours,

H. J. S. Devries,
District Counsel.

652 skr

El Paso, Texas.

October 7, 1930

Mrs. A. M. Jones,
6423 Pollard Street,
Los Angeles, California.

Dear Madam:

With reference to your lots numbered 1 to 8, inclusive, in Block E of the Riverside Addition, which the United States wishes to acquire for the construction of the Fabens Intercepting Drain, would say that I have at the suggestion of Mr. Hoadley, reconsidered my offer of August 22, 1930, and will allow you at the rate of \$35.00 a lot, making a total of \$280.00 for the eight lots. Although this price may seem low to you, it is much higher than we have paid for any of the adjoining tracts.

We are enclosing herewith for your execution a land purchase contract for the eight lots at total consideration of \$280.00, the United States to pay for the Guaranty Title certificate.

We have delayed writing on account of waiting until we had closed with the adjoining owners in order that our offer would be in proportion to what we have contracted to pay for the adjoining lands.

Very truly yours,

L. R. Flock,
Superintendent.

Encl.
Land purchase contract

El Paso, Texas.

September 13, 1930

Mrs. Annie M. Jones,
6423 Pollard Street,
Los Angeles, California.

Dear Madam:

In reply to your favor of the 5th inst., would ask that you give me some idea as to what you consider to be the value of your lots in the Riverside Addition to Fabens, Texas, and wanted by the Bureau of Reclamation for the construction of the Fabens Intercepting Drain.

The fact that the land in the Riverside Addition to Fabens, Texas, is liable to overflow whenever there is a flood in the Rio Grande, and the underground water is only about a foot from the surface, no sales have been made in that vicinity in recent years. The land in the addition, therefore, is considered to have little or no value for residential purposes.

The assessed value of \$20.00 a lot is based on arbitrary value of \$50.00 a lot, the land adjoining unsubdivided being assessed at \$75.00 per acre.

If you will let me know the lowest price you would consider for your lot I will take the matter up with the Superintendent. The Bureau will pay for the bringing of your abstract down to date should you have an abstract or they will pay for a Guaranty Title Certificate.

Very truly yours,

Geo. W. H. Adley,
Right of Way Agent.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

El Paso, Texas,
August 22, 1930.

Mrs. Annie M. Jones,
6423 Pollard St.,
Los Angeles, California.

Dear Madam:

We find you to be the record owner of lots 1 to 8 both inclusive in Block E, Riverside Addition to the Town of Fabens, El Paso County, Texas.

For the construction of the Fabens Intercepting Drain, the United States is desirous of obtaining title to all of lots 3 and 4 and fractional parts of lots 1, 2; 5, 6, 7, and 8 in Block E of the Riverside addition to Fabens, Texas.

The purpose of the Intercepting Drain is to relieve the seepage conditions in the Riverside Addition and the adjoining tracts, where the water table is approximately less than one foot from the surface. The material excavated in construction of the drain will be placed on the river side of the cut making a levee that should be high and strong enough to protect from flood waters in the Rio Grande the land that will lay north and east of the drain and levee. Your lots are at present subject to overflow whenever there is a flood in the Rio Grande.

In view of the fact that their holdings have no value, the owners in the Riverside Addition through whose lots the drain will be constructed and who will have lots and fractional parts of lots left that will receive protection have agreed to Quit Claim without cost to the United States the required right of way.

In your case, as it will be necessary to take practically all of your holdings, the United States will pay at the rate of \$15.00 per lot for the area required as outlined in red on the enclosed plat.

If you are the owner of the lots above mentioned, we will upon receipt of your reply, send the necessary papers for execution.

Very truly yours,


Superintendent.

Encl.
Plat