

80

DAVIS, WATERS

WARRANTY DEED

ISLAND (San Elizario) FEEDER LATERAL

0023-00

84

-0011-00

18-(11) Texas

780

THE STATE OF TEXAS, }  
COUNTY OF EL PASO. }

KNOW ALL MEN BY THESE PRESENTS:

That I, Waters Davis,

of the County of El Paso, State of Texas, in consideration of the sum of

Eighty-seven and 10/100 (\$87.10)

DOLLARS,

to me in hand paid by the United States of America, pursuant to the act of Congress of June 17, 1902 (32 Stat. 388),

the receipt of which is hereby acknowledged

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said

The United States of America

~~of the County of~~ ~~XXXX~~ ~~XXX~~, all that certain tract or parcel of land, lying in the County of El Paso and State of Texas and more particularly described as follows, to-wit:

A tract of land in the southeast quarter of section ten (10) and the southwest quarter of section eleven (11), township thirty-three (33) south, range seven (7) east, United States Reclamation Service survey, being also in Survey No. 49 of the San Elizario Grant and described as follows: Beginning at a point on the center line for the San Elizario Island Feeder canal, on the west boundary line of the right of way of the Franklin canal and on the property line between land of the Grantor herein and J. W. Cathcart, from which point the southwest corner of said section eleven (11) lies south 935.2 feet and west 505.8 feet; thence with the property line between the Grantor herein and said J. W. Cathcart and the center line for said San Elizario Island Feeder canal south 50°47' west 1222.9 feet to a point on the west boundary line of the right of way for said San Elizario Island Feeder canal, from which point the southeast corner of said section ten (10) lies south 162.5 feet and east 441.1 feet; thence in a northeasterly direction along the arc of a 250.83-foot radius curve tangent to the course north 14°08' east a distance of 160 feet based on 100-foot chords; thence north 50°47' east 1073.3 feet to the west boundary line of the right of way of the Franklin canal; thence with said line south 38°21' east 50 feet to the point of beginning; said tract of land herein described containing 1.34 acres, more or less, and said described land not being homestead property;

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging, unto the said

The United States of America and its

~~XXXXXX~~ assigns forever; and I do hereby bind myself, my heirs, executors and administrators, to Warrant and forever Defend, all and singular, the said premises unto the said

The United States of America and its

~~XXXXXX~~ assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

WITNESS my hand at El Paso, Texas, this 18th day of

September, A. D. 1918.

Witnesses at Request of Grantor

WATERS DAVIS

THE STATE OF TEXAS, }

COUNTY OF EL PASO.  
authority

BEFORE ME, the undersigned

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

Waters Davis

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 18th day of September A. D. 1918.

(SEAL)

DEL W HARRINGTON

Notary Public El Paso Co Tex

THE STATE OF TEXAS, }

COUNTY OF EL PASO.

BEFORE ME,

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

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

Given under my hand and seal of office, this day of A. D. 191

THE STATE OF TEXAS, }

COUNTY OF EL PASO.

I, W D Greet

Clerk of the County Court

of said County do hereby certify that the above instrument of writing, dated on the 18th day of Sept, A. D. 1918 with its certificate of authentication, was filed for record in my office this 19 day of Sept A. D. 1918, at 5:20 o'clock P M. and duly recorded the 24th day of Sept A. D. 1918 at 11:45 o'clock A M. in the records of said County, in Volume 326 on pages 25.

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

W D GREET

Clerk, County Court.

By I M Woodard, Deputy.

TO

WARRANTY DEED

Single and Wife's Separate Acknowledgment

Filed for record 191

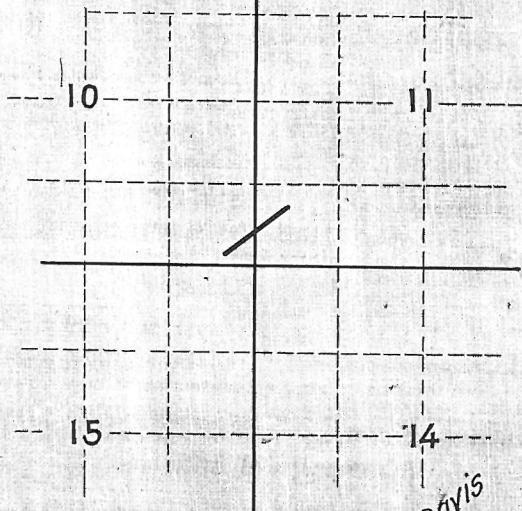
at o'clock M.

Clerk, County Court, El Paso County, Tex.

By Deputy.

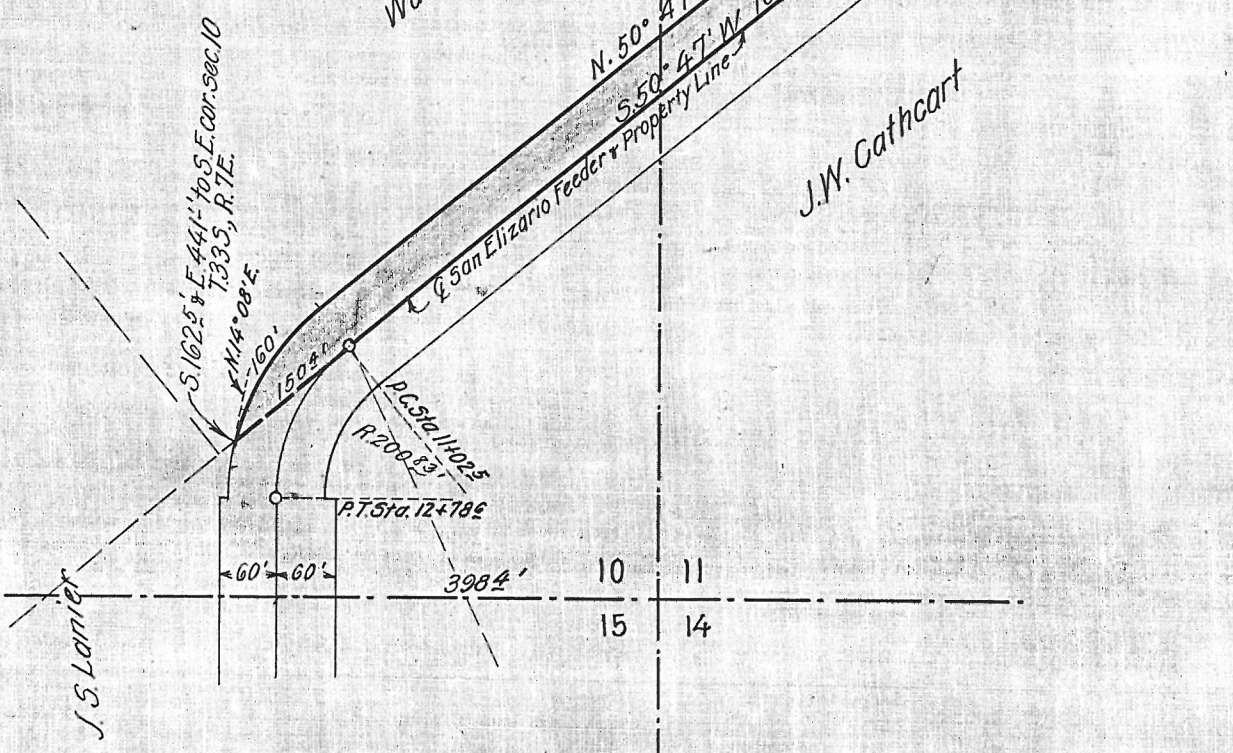
ELLIS BROS. PRINTING CO. EL PASO

T.33S., R.7 E.



Waters Davis

J.W. Cathcart



RIGHT OF WAY  
Through Property Of  
**WATERS DAVIS**  
1.34 Acres

In S.E. 1/4 Sec 10 + S.W. 1/4 Sec 11, T.33S., R.7E.  
U.S.R.S. Survey in Sur. # 49 San Elizario Grant,  
El Paso County, Texas.

W.D. 9/18/18

Legend: Rec 9/24/18 BK 326 Pg 25  
R/W to be conveyed

Scale 200' = 1" (D)

DEPT. OF THE INTERIOR UNITED STATES RECLAMATION SERVICE RIO GRANDE PROJECT, N.M. - TEX. RIGHT OF WAY SAN ELIZARIO ISLAND FEEDER	
Drawn <i>S.A.S.</i>	Recommended
Checked	Approved
1226-15	El Paso, Tex. Apr. 9/18

CH

El Paso, Texas, September 19, 1918.

County Clerk for El Paso County,

El Paso, Texas.

Dear Sir:

Transmitted herewith for official record is warranty deed dated September 18, 1918, running from Waters Davis to the United States of America.

Very truly yours,

C F HARVEY

Assistant District Counsel.

incl.

CH

El Paso, Texas, September 18, 1918.

Mr. Waters Davis,  
718 Mills Building,  
El Paso, Texas.

Dear Sir:

Transmitted herewith for your signature and return to this office is warranty deed conveying to the United States 1.34 acres in Survey No. 49 of the San Elizario Grant, in accordance with the terms of your agreement dated August 19.

When this deed is recorded and the title guaranty, which we have ordered to-day, is delivered, we will be in a position to make payment.

In regard to your possession of the land, which matter is not covered by the title guaranty, we are asking you to sign and return the attached affidavit. We do not know how long you are willing to certify as to the possession of yourself and predecessors in title, and have accordingly left the number of years to be filled in by yourself in accordance with your best information in the matter. We should like to secure a certificate for ten years if possible.

Your early attention to the above matters will hasten payment of the amount due you.

Very truly yours,

C F HARVEY

Assistant District Counsel.

2 incls.

CH

El Paso, Texas, September 18, 1918.

Stewart Title Guaranty Company,

El Paso, Texas.

Gentlemen:

We are to-day transmitting to Waters Davis, 718 Mills Building, warranty deed for 1.34 acres of Survey No. 49, San Elizario grant, for which we would like title guaranty. The consideration named in the deed is \$87.10.

Very truly yours,

C F HARVEY

Assistant District Counsel.

El Paso, Texas, September 18, 1918.

County Clerk for El Paso County,

El Paso, Texas.

Dear Sir:

Transmitted herewith for official record is contract dated August 19, 1918, between Waters Davis and the United States.

Very truly yours,

C F HARVEY

Assistant District Counsel.

incl.



DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

El Paso, Texas, August 27, 1918

Project Manager to the Director and Chief Engineer (through Chief of Construction).

Subject: Forwarding contract for approval.

The contract described below is forwarded herewith.

Agreement dated August 19, 1918 Rio Grande Project.

Executed by L. W. Lawson Project Manager

With Waters Davis

Estimated amount involved, \$ 87.10 (See Reverse, Par. 3.)

Purpose of agreement: Authority Index 5-6-2

Purchase of right of way for Franklin Island  
San Elmerio Island feeder canal.

Inclosures listed on reverse. (See Par. 5.)

Advise Chief of Construction, Denver, Colo., and Project Manager

at El Paso, Texas, and District Counsel

at El Paso, Texas,

of the approval of the above.

Incls.: Orig. & 3 copies contract.  
Certificates of recommendation.  
Rept. on land agreement.  
& blue prints.

L. W. LAWSON

(Signature.)

Denver, Colo., August 30, 1918

It is recommended that the above-described contract be approved\*  
See remarks on reverse.

W. T. WALTER

Inclosures:

Orig. & 3 copies of contract.  
" & 5 copies of form letters of transmittal.  
" cert. of necessity.  
" report on land agreement,  
1 blue print.

Acting Chief of Construction.

Washington, D. C., SEP 7 - 1918

Contract (and bond, if any), was approved by Morris Egan, Acting Director

on SEP 7 - 1918

Original enclosed for record  
and further appropriate action

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands the day and year first above written.

Witnesses :

WATERS DAVIS

of.....

Vendor.

of.....

L M LAWSON

For and on behalf of the United States.

of.....

of.....

STATE OF Texas }  
COUNTY OF El Paso } ss :

I, Geo W Hoadley, a Notary Public

in and for said county, in the State aforesaid, do hereby certify that Waters Davis

who is personally known to me to be the person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he

signed, sealed, and delivered said instrument of writing as his free and voluntary act, for the uses and purposes therein set forth.

~~I further certify that I did examine the said~~

separate and apart from husband, and explained to the contents of the foregoing instrument, and upon that examination declared that did voluntarily sign, seal, and acknowledge the same without any coercion or compulsion, and do not wish to retract the same.

Given under my hand and official seal, this 19 day of August, 1918

[SEAL.]

GEO W HOADLEY

My commission expires June 1/19

Notary Public.

Approved, 191

Project Manager

THIS AGREEMENT, made the 19th day of August,

nineteen hundred and eighteen, between Waters Davis

~~xxxx~~ xxxx, of El Paso, El Paso

County, Texas, for him f is heirs, legal represen-  
tatives, and assigns, hereinafter styled the vendor, and The United States of America and its assigns by

L.M. Lawson, Project Manager. United States Reclamation Service,  
thereunto duly authorized by the Secretary of the Interior, pursuant to the act of June 17, 1902  
(32 Stat., 388),

WITNESSETH:

1. The vendor in consideration of the benefits to be hereafter derived from the construction of irrigation works through, upon, or in the vicinity of the lands hereinafter described, of the promises and covenants of the United States herein contained, and of the payment to the vendor by the United States of the sum of one (\$1.00) dollar, the receipt whereof is hereby acknowledged, does hereby agree, upon the terms and conditions hereinafter stipulated, to sell and by good and sufficient deed to convey to the United States of America the following-described real estate and property situated in

the county of El Paso State of Texas, to wit:

A tract of land in the southeast quarter, Section Ten(10), and the southwest quarter Section eleven(11), Township thirty-three(33) south, Range 8 even(7) east, U.S.R eclamation Service Survey, and being also in Survey No. 49 of the San Elizario Grant, and described by metes and bounds as follows: Beginning at a point on the center line for the San Elizario Island Feeder canal, on the west boundary line of the right of way of the Franklin canal, and on the property line between land of Vendor and J.W. Cathcart, from which point the southwest corner of said section eleven lies south 935.2 feet and west 505.8 feet; Thence with the property line between the Vendor and said J.W. Cathcart and the center line for said San Elizario Island Feeder canal south 50°47' west, 1222.9 feet to a point on the west boundary line of the right of way for said San Elizario Island Feeder, from which point the southeast corner of said Section Ten(10) lies south 162.5 feet and east 441.1 feet; Thence in a northeasterly direction along the arc of a 250.83- foot radius curve tangent to the course north 14°08' east a distance of 160 feet based on 100-foot chords; Thence north 50°47' east, 1073.3 feet to the west boundary line of the right of way of the Franklin canal; Thence with said line south 38°21' east 50 feet to the point of beginning; said tract of land herein described containing 1.34 acres, more or less; said described land not being homestead property.

Correct as to Engineering Co.

REPORT ON LAND AGREEMENT

DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

INFORMATION relating to agreement made  
**Waters Davis**

**August 19, 1913**

191 , with

for the purchase of land required for **right of way for San Elisario Island**  
**feeder canal**  
purposes, **Rio Grande** Project, **El Paso**  
County, **Texas.**

1. State description and approximate area of land to be conveyed. **1.34 acres of land in SW $\frac{1}{4}$  sec. 10, SW $\frac{1}{4}$  sec. 11, T. 33 S., R. 7 E., U.S.M.S. survey, El Paso county, Texas.**
2. 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 have been issued.

**Texas land - No U. S. public lands in state of Texas.**

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

**Waters Davis and wife, Agnes Davis, 718 Mills Building, El Paso, Texas.**

4. 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 the lease, and the date when the tenant is to give up possession.

**Owners.**

5. Also state whether land is subject to right of way by virtue of contract with water users' association or other agreement.

**Land is subject to right of way by stock-subscription agreement between landowners and local water users' association.**

6. State how much of the land is under cultivation, to what kinds 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 of the land, such as buildings; also the amounts and values of the several classes of land.

**None of this land is cultivated; no buildings.**

7. 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.

**All irrigable under Rio Grande project water rights.**

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

**\$75 to \$125 per acre.**

9. 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 canal construction is of general benefit.**

The above is a correct statement of the information procured.

Dated **August 27, 1916** 191

(Signature).....**GEO W ROADNEY**

(Title).....**Field Assistant,**

*In Charge of Negotiations.*

Approved: **L N LARSON**

*Project Manager.*

## INSTRUCTIONS.

The proper procedure in making purchases of lands under the Reclamation Act, in pursuance of the various rulings made by the Department of the Interior and the Department of Justice, is substantially as stated below, though, in some cases, deviations may be necessary in certain details. These instructions do not relate to withdrawn public lands to which there is a claim by reason of a settlement or entry made prior to withdrawal; in such cases the agreements for purchases of improvements should be entered into on Form 7-523. See Manual, 1913 edition, pages 233-237.

1. As soon as possible after it has been ascertained that the property will be required, the Project Manager should forward to the Director of the Reclamation Service the following papers:

(a) Form 7-276 or 7-277, contract of sale, or memorandum of terms of proposed purchase, together with two copies of the same, one for the Returns Office and the other for the Director. When the land is donated, use Form 7-277.

(b) Affidavit of disinterestedness.

(c) This Form (7-281), report on land agreement.

(d) Certificate that the land is necessary for the purposes authorized by the Reclamation Act and that the consideration agreed upon is reasonable, together with his recommendation that the agreement be approved. This certificate should also contain other valuable information relative to the transaction not given in Form 7-281.

(e) If the tract is described by metes and bounds, this report should be accompanied by a small sketch, with the boundary lines platted, showing all courses and distances and all references to public-land corners. (See Manual, Title, *Lands, Acquisition of*, pars. 11 and 23, pp. 227 and 231.)

2. When the agreement has been approved, the original will be returned to the Project Manager, who will immediately notify the vendor thereof and call upon him, if pursuant to said agreement, to furnish an abstract of title, which shall later be extended to include any instruments subsequently recorded in connection therewith and also the record of the conveyance made in pursuance of said agreement, also to procure and have recorded, where proper for record, all assurances of title and affidavits which may be necessary and proper to show clear, unincumbered title in him. This will fix the date from which time may be counted in favor of the United States for extension of the option as provided in the agreement, in case it be found necessary to do so. If the abstract contains a large number of entries it should be indexed, and if the title to a canal system is involved the abstract should be accompanied by maps showing said system and the lands affected thereby. The abstract, certificates, maps, contract, possessory certificate, and form of deed which it is proposed to execute, referred to in next paragraph, should be submitted to the local district counsel. For form of possessory certificate see also par. 20, of the Title, *Lands, Acquisition of*, in the Manual.

3. The ordinary form of warranty deed, or its equivalent, in general use will be acceptable to the Department, only one material change being required, viz, the insertion of the italicized words in the clause to the following effect usually found in such deeds: "For and in consideration of \* \* \* dollars to him in hand paid *in pursuance of the provisions of the act of June 17, 1902 (32 Stat., 388)*, by the said party of the second part," etc. The grantee or second party must be the United States, and the words "heirs, executors, administrators, successors," etc., when referring to the second party, should be stricken out, and the sentence should read "the party of the second part and its assigns." One copy of the proposed form of deed should be retained by the Project Manager, to be executed by the vendor after the title has been found acceptable. A quitclaim deed will be acceptable in case title in fee is not vested in the vendor.

4. When forwarding the title papers to the local district counsel the engineer should request that, if apparently in satisfactory form and sufficient, they be forwarded to the district counsel in charge of titles, with his opinion thereon, otherwise that they be returned, pointing out the defects and indicating how they may be remedied.

5. The district counsel in charge of titles will render an opinion upon the title, and thereupon all the papers will be returned to the local district counsel for action in pursuance of the findings of the opinion. After the title has been found satisfactory, the deed should be executed and recorded and the abstract extended to cover record of same, and also to cover payment of taxes, etc., found to be liens against the estate. Payment may then be made to the grantor, provided no further defects are revealed by the extension of the abstract. The voucher covering payment should be accompanied by the contract, abstract of title, deed, and official copy of opinion. In case the title is found to be imperfect, the papers will be returned for the necessary corrections, and the abstract should then be brought up to date and again submitted through the local district counsel as above for reexamination.

6. In the case of a desert-land entry, when the approval has been given of the purchase of the possessory rights of an entryman, the certificate of the recorder of land titles in the county where the land is situated should be obtained, showing that he has searched the records of his office, and stating whether any instrument of conveyance, assignment, or mortgage of the right obtained by the entry referred to there appears.

7. In the case of land covered by a homestead or desert-land entry where an entire legal subdivision is involved a relinquishment to the United States is sufficient, and a certificate should be obtained from the register and receiver of the local land office showing that the entry was valid and subsisting at the time of the relinquishment, and that it had been relinquished and canceled on the records of the land office. This

certificate should accompany the voucher in lieu of the deed or relinquishment, which will be retained in the local land office. Where less than a legal subdivision is to be acquired, which can not be described in the ordinary way (by quarters and halves), the method outlined under (b) and (e), paragraph 38, page 236 of the Manual should be followed.

8. In the public-land States improvements by entrymen are generally regarded as personal property, subject to taxation, and before paying for land to be acquired by relinquishment the certificate of the officer having charge of the tax records in the county should be obtained showing the condition of the property in respect to levy and payment of taxes for the years since the entry.

9. This Form (7-281) may be used as far as it is applicable in making a report of negotiations not concluded, all necessary additional information being given under heading No. 9, when for any reason it is advisable that the matter be further considered by the Project Manager before final agreement. In this case it should be noted conspicuously on the first page and in the brief on back that it is a report of pending negotiations.

10. An agreement of sale may be made with any person owning the land in his own right, or with a trustee under a power in a deed, or with a person holding a power of attorney from the owner authorizing him to do so, or with an executor under a power in a will. A certified copy of the evidence of authority must accompany the papers.

11. The husband and wife must join in the agreement except where the local laws or the conditions under which the property is held do not require it. It is better, however, to obtain in every case the signatures of both husband and wife. The agreement must state whether the vendor is married or single, widow or widower.

12. An administrator or an executor without a power to sell in the will has no authority to make a contract for the sale or conveyance of land or of a right of way thereon. In case of the death of the owner without a will, the real estate descends to the heirs; if he dies leaving a will, the real estate goes to the devisees, subject in both cases to the payment of debts of the decedent. The heirs or devisees must all join in the agreement.

13. Neither the guardian of a minor nor the guardian of an insane person has a right to contract to sell or convey the real estate of his ward without special authority from the proper court.

14. Before negotiations for the purchase of any tract are begun, it is important to learn whether the land has been offered for sale, and at what time and price; also what price the present owner paid for the land.

15. Special conditions and limitations may be added, when necessary, to the printed forms of contracts in reference to possession of premises, growing of crops, etc., pending final conveyance, but these conditions should be avoided as far as possible, and the time limit of the contract should be fixed with reference to these matters. Ample time should be given in the contract for the preparation of an abstract of title and for consideration of the same by the officials at Washington, D. C. In this connection, see also Manual, par. 12, page 227.

16. For a general discussion of this subject see pages 96 to 100 of Water-Supply Paper No. 93.

7-281

**REPORT ON LAND AGREEMENT.**

For ----- purposes.

----- project.

Sec. -----, T -----, R -----, M -----.

Belonging to -----

County of -----

State of -----

Submitted by -----

Date ----- 191-----

51-2-12  
51-2-51

6-4803

**CERTIFICATE.**

I HEREBY CERTIFY That the land described in the agreement dated August 19, 1918, with Waters Davis, is required for the San Elizario Island feeder canal, a part of the Rio Grande project, a purpose authorized by the Act of June 17, 1902 (32 Stat. 388); that the consideration to be paid thereunder, \$87.10, is reasonable and just and the lowest that could be obtained; and I recommend that the contract be approved.

**L M LAWSON**

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**Project Manager.**

El Paso, Texas,  
August 27, 1918.



El Paso, Texas, August 16, 1918.

Mr. Walter Davis,  
Mills Building,  
El Paso, Texas.

Dear Sir:

Receipt is acknowledged of your note in reference to furnishing of abstract of title, as stated in our printed form of contract. This is our regular form of agreement, and we do not like to change it. It is only upon special authority that we can use the title guaranty, but with all lands in El Paso County it is now our universal custom to urge the contractor to supply the guaranty contract. This is not only for the reason that it is much lower in cost than the abstract, but also for the reason that, as we are handling a great many of these land purchases, this office is as desirous of avoiding the labor entailed in the examination of an abstract as the landowner is to avoid the expense connected therewith.

You are advised that the Reclamation Service hereby agrees to accept title guaranty instead of the abstract, as called for in the printed contract in its present form, and that we will not call upon you for an abstract.

Very truly yours,

C F HARVEY

Assistant District Counsel.

Affidavit as to Possession.

State of Texas, :  
: SS.  
County of El Paso, :

I, Waters Davis, do solemnly swear that to my personal knowledge the land described in the contract dated August 19, 1918, made between myself and the United States of America, which land is located in SE $\frac{1}{2}$  sec. 10 and SW $\frac{1}{2}$  sec. 11, T. 33 S., R. 7 E., U.S.R.S. Survey, being also in Survey No. 49, San Elizario Grant, El Paso County, Texas, has been and is now held in actual, exclusive, and continuous possession of myself and my predecessors in title for a period of ten (10) years immediately preceding and including the date of said contract, and that no person has during any of this period held adverse possession of said described land.

WATERS DAVIS

Subscribed and sworn to before me at El Paso, Texas, this  
18th day of September, A. D. 1918.

DEL W HARRINGTON

(SEAL)

My commission expires

June 1 1919

Notary Public In and For  
El Paso County, Texas.

I hereby certify that upon personal inquiry made at the office of the El Paso County tax collector, Sept. 18, 1918, I was informed that all taxes due and payable on the above described land were paid.

C F HARVEY

Asst. Dist. Counsel.

Address all communications to  
Project Manager,  
U. S. Reclamation Service,  
El Paso, Texas.

DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE  
El Paso, Texas, August 14, 1918.

Mr. Waters Davis,  
Mills Building,  
El Paso, Texas.

Dear Sir:

Herewith please find for your signature Agreement to Sell for the one and thirty-four hundredths acres required by the United States for the construction of the San Elizario Island Feeder.

This land has been appraised according to regulations, and the United States will pay for same at the rate of sixty-five dollars (\$65.00) per acre.

Very truly yours,

U. S. RECLAMATION SERVICE

By

*J. B. Burkholder*  
Acting Project Manager.

*El Paso 8/16-18*

*Am willing to execute contract except as to par. 2 + 3. Concerning Abstract of Title and clouds removed from title, by which paragraphs I should not wish to bind myself.  
From Davis*