

COKER, J. M. et. ux. Bertha

WARRANTY DEED

131

MESA DRAIN

0023-008/-0022-00

15-(22) TEXAS

780

The State of Texas, }

County of El Paso.

Know all Men by these Presents: that

We, J. M. Coker and Bertha Coker, husband and wife,

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

One hundred sixty-five and 0/100

DOLLARS

to ~~them~~ in hand paid by The United States of America, in pursuance of the provisions of the act of June 17, 1902 (32 Stat. 398).

the receipt of which is hereby acknowledged

ha. ~~we~~ 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 El Paso~~, 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 approximately three and one-quarter miles northwest of the town of Clint, Texas, in the southeast quarter of the northwest quarter of section twenty-two (22), township thirty-two (32) south, range seven (7) east, United States Reclamation Service survey, more particularly bounded and described as follows: Beginning at the south west corner, a point on the line between property of the Grantor herein and a road running northeast in a general direction from the county road bounding the property of Dr. B. M. Worsham and Mrs. B. Schutz; running thence north 17°52' west two hundred four and four-tenths (204.4) feet; thence north 29°28' west five hundred fifty-three and three-tenths (553.3) feet; thence north 45°56' west thirty-four and one-tenth (34.1) feet on the property line between land of the Grantor herein and of Jose Maria Provencio, to a point common to the properties of the Grantor, Jose Maria Provencio, and C. N. Bassett, from which the northwest corner of said section twenty-two (22) bears north 59°15' west two thousand three hundred twenty-three and two-tenths (2,323.2) feet; thence south 43°32' east four hundred and sixty-two (462) feet on the property line between land of the Grantor herein and C. N. Bassett; thence south 17°52' east one hundred ninety and one-tenth (190.1) feet; thence south 19°54' west one hundred ninety-five and nine-tenths (195.9) feet on line between property of the Grantor herein and the aforesaid road, to the point of beginning; said tract of land containing one and sixty-five hundredths (1.65) acres, more or less;

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 itsheirs and assigns forever; and ~~we~~ do hereby bind ourselves, our heirs, executors and administrators to Warrant and forever Defend, all and singular, the said premises unto the saidThe United States of America and its

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

Witness our hand at Clint, Texas, this 22nd day ofMay, A. D. 1918J M COKERBERTHA COKER

Witness at Request of Grantor.

THE STATE OF TEXAS,

County of El Paso.
A Notary Public

Before me James E Bowen

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

J M Coker

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 22nd day of May A. D. 1918

JAMES E BOWEN

Notary Public El Paso Co Tex

THE STATE OF TEXAS,

County of El Paso.

Before me James E Bowen

A notary public

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

~~Notary Public~~ Bertha Coker, wife of J M Coker

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

Bertha Coker

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 22nd day of May A. D. 1918

James E Bowen

Notary Public El Paso Co Texas

THE STATE OF TEXAS,

County of El Paso.

I, _____ Clerk of the County Court

of said County, do hereby certify that the above instrument of writing, dated on the _____

day of _____, A. D. 191_____, with its certificate of authentication, was filed for record in my

office this _____ day of _____, A. D. 191_____, at _____ o'clock _____ M.

and duly recorded this _____ day of _____, A. D. 191_____, at _____ o'clock _____ M.

in the records of said County, in Volume 320 on Page 313

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.

Clerk, County Court.

By _____, Deputy.

TO

WARRANTY DEED

SINGLE AND WIFE'S SEPARATE ACKNOWLEDGMENT

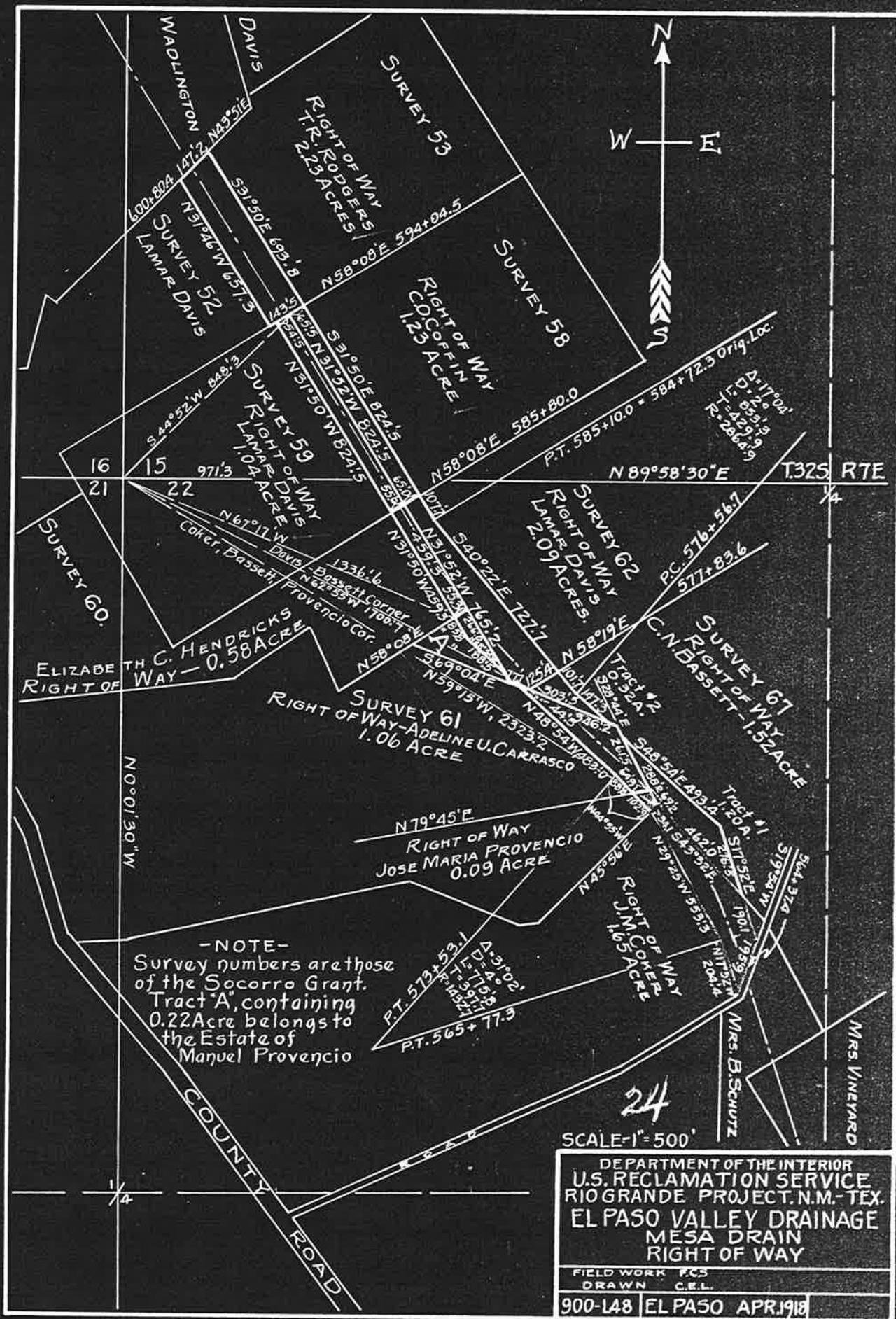
Filed for record _____ 191____

at _____ o'clock _____ M.

Clerk County Court.

Deputy.

ELLIS EL PASO



Project Manager

THIS AGREEMENT, made the 27th day of April.

nineteen hundred and eighteen, between J. M. Coker and Bertha Coker,

~~XXX~~, his wife, of El Paso

County, Texas, for themselves, their heirs, legal represen-

tatives, and assigns, hereinafter styled the vendor, and The United States of America and its assigns by

L. M. Lussen, 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 approximately three and one-quarter miles northwest of the town of Clint, Texas, in the southeast quarter of the northwest quarter of section twenty-two (22), township thirty-two (32) south, range seven (7) east, United States Reclamation Service survey, more particularly bounded and described as follows: Beginning at the southwest corner, a point on the line between property of the Vendor and a road running northeast in a general direction from the county road bounding the property of Dr. B. M. Worsham and Mrs. B. Schuts; running thence north 17°52' west four hundred four and four-tenths (404.4) feet; thence north 89°25' west five hundred fifty-three and three-tenths (553.3) feet; thence north 45°56' east thirty-four and one-tenths (34.1) feet on the property line between land of the Vendor and of Jose Maria Provencio, to a point common to the properties of the Vendor, Jose Maria Provencio, and C. H. Bassett, from which the northwest corner of said section twenty-two (22) bears north 89°15' west two thousand three hundred twenty-three and two-tenths (2,323.2) feet; thence south 45°32' east four hundred and sixty-two (462) feet on the property line between land of the Vendor and of C. H. Bassett; thence south 17°52' east one hundred ninety and one tenth (190.1) feet; thence south 19°34' west one hundred ninety-five and nine-tenths (195.9) feet on line between property of the Vendor and the aforesaid road, to the point of beginning; said tract of land containing one and sixty-five hundredths (1.65) acre, more or less.

Correct as to Engineering Data

2. In consideration of the premises the vendor further agrees upon receipt of notice that this agreement has been approved by the Comptroller or Director of the Reclamation Service to furnish promptly, at his own expense, an abstract of title which shall later be extended to include any instruments subsequently recorded in connection herewith and also the record of the conveyance made pursuant to this agreement: *Provided*, That if the vendor fails or refuses to furnish proper abstract of title within sixty days after notice that this agreement has been approved, or if within such period written request be made by the vendor, such abstract may be procured by the United States at the expense of the vendor and the cost thereof deducted from the purchase price.

3. The vendor further agrees to procure and have recorded at his own cost all assurances of title and affidavits which he may be advised by the proper Government officials are necessary and proper to show complete title in fee simple, unincumbered, and the time spent in procuring, recording and transmitting the same to the officer acting on behalf of the United States (and in furnishing or securing abstract of title), shall be added to the time limit of this agreement.

4. And for the same consideration the vendor agrees to execute and deliver, upon demand of the proper officer of the United States at any time within the continuance of this agreement, a good and sufficient deed of warranty conveying to the United States good title to said premises free of lien or incumbrance.

5. In consideration whereof, the United States agrees that it will purchase said property on the terms herein expressed, and upon execution and delivery of such deed and the signing of the usual Government vouchers therefor, and their further approval by the proper Government officials, it will cause to be paid to the vendor as full purchase price and full payment for all damages for entry upon the above-described land and the construction, operation and maintenance of reclamation works under said act, the sum of **One hundred sixty-five and 00/100 (165.00)**

dollars, by U. S. Treasury warrant or disbursing officer's check.

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

7. It is agreed that the vendor may retain possession of said premises until **April 27, 1918.**

notwithstanding earlier delivery of the deed as **April 27, 1918** herein provided, and may harvest and retain the crops thereon until **April 27, 1918**; except that the proper officers and agents of the United States may 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, pursuant to said act of Congress, free of any claim for damage or compensation on the part of the vendor.

8. This agreement shall become effective to bind the United States to purchase said premises immediately upon its approval as above specified, and shall terminate by limitation at the expiration of **twenty-four** months from its date, unless extended as above provided, and shall inure to the benefit of and be binding upon the heirs and assigns of the vendor, and also the assigns of the United States.

9. 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).

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 appropriations 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.

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

Witnesses :

_____ **J M Coker** _____

of _____

_____ **Bertha Coker** _____

Vendor.

of _____

_____ **L H Lawson** _____

For and on behalf of the United States.

of _____

STATE OF **TEXAS** } ss :

COUNTY OF **Hill** } ss :

I, **Geo W Hoadley**, a **Notary Public**

in and for said county, in the State aforesaid, do hereby certify that **J M Coker**

and Bertha Coker

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

they

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

I further certify that I did examine the said **Bertha Coker**

separate and apart from **her** husband, and explained to **her** the contents of the

foregoing instrument, and upon that examination **she** declared that **she** 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 **27th** day of **April**, 191 **2**

Geo W Hoadley

[SEAL.]

My commission expires **June 1 1919**

Approved _____, 191 _____

REPORT ON LAND AGREEMENT

DEPARTMENT OF THE INTERIOR UNITED STATES RECLAMATION SERVICE

INFORMATION relating to agreement made **April 27, 1918** 191 , with

J M Coker and wife

for the purchase of land required for **right of way for El Paso Valley mesa drain**
purposes, **Rio Grande** Project, **El Paso**
County, **Texas.**

1. State description and approximate area of land to be conveyed.

Strip of land in SE $\frac{1}{4}$ of NW $\frac{1}{4}$ sec. 22, T 32 S, R 7 E, U.S.R.S
survey, El Paso County, Texas. 1.65 acres

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.

State of Texas, no public land under U.S. jurisdiction.

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.

J M Coker and Bertha Coker, husband and wife, Clint, 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.

Owner.

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

Right of way stipulated for in stock-subscription contract between water users' association and landowner.

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.*

Entire right of way in alfalfa.

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 of the right of way irrigable from
Rio Grande project system.**

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

\$125 to \$175 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.

Drainage will generally result beneficially.

The above is a correct statement of the information procured.

Dated **April 29, 1918**

191

(Signature) **GEO W HOADLEY**

(Title) **Field Assistant.**
In Charge of Negotiations.

Approved: **L M LAWSON**

Project Manager.

POSSESSORY CERTIFICATE

I, GEO. W. HODLEY, Field Assistant, United States Reclamation Service, certify that I have personally examined the land sought to be acquired by the United States from J. M. Coker in the southeast quarter of the northwest quarter of sec. 22, T 32 S, R 7 E, United States Reclamation Service survey, El Paso County, Texas, for the Rio Grande project, and that the said proposed Vendor was in actual, sole, and exclusive possession of the land, claiming to be the owner thereof, and no person claiming a right in such land adverse to the Vendor is in possession of any part of it.

GEO W HOADLEY

Field Assistant.

El Paso, Texas,
April 29, 1918.

THIS IS TO CERTIFY THAT Upon personal inquiry made on July 10, 1918, at the office of the El Paso County Tax Collector, I was informed that the taxes due and assessed on the above described land were paid in full.

Clerk.

CERTIFICATE.

I HEREBY CERTIFY, That the land described in the agreement dated April 27, 1918, with J. M. Coker and wife, is required for purposes authorized by the Act of June 17, 1902 (32 Stat., 388), namely, as right of way for the El Paso Valley mesa drain, a part of the Rio Grande Project; that the consideration to be paid thereunder, \$165, is reasonable and just and the lowest that could be obtained; and I recommend that the contract be approved.

L. M. LAWSON

Project Manager.

El Paso, Texas,

April 29, 1918.



TITLE GUARANTY

COMPANY

Offices

OF TEXAS

Houston-Dallas-Galveston-San Antonio-El Paso

El Paso, Texas, July 19, 1918.

United States Reclamation Service,
Twelfth Floor Mills Building,
El Paso, T e x a s.

ATTENTION OF MR. P.W.DENT.
DISTRICT COUNSEL.

Gentlemen:-

We are in receipt of your letters of May 21st. and July 16th, in reference to the guaranty on the J. M. Coker land in Socorro.

It will be necessary for us to obtain a release of a lien on said land before we will be able to issue said guaranty. We have drawn said release and as soon as the same is returned to us properly executed, we will issue said guaranty, and send the same to you.

We have forwarded the release to the proper parties.

With best wishes, we remain,

Yours truly,

MAV/VP

Hills Building,
El Paso, Texas,
September 6, 1918.

Mr. J.M. Coker,
Clint, Texas.
Dear Sir:

With reference to the warranty deed by which you recently granted certain lands to the United States for canal right-of-way, our Department has called for a certificate as to your actual possession and that of your grantors immediately preceding you in the possession of the land. This certificate is required for the reason that the title guaranty does not warrant as to adverse possession.

The enclosed certificate has been filled out for your signature and acknowledgment before a Notary. If you will kindly sign and acknowledge this and return it to this office, your action will be greatly appreciated. If you can call at this office, we shall be glad to have our notary here take your acknowledgment without charge to you.

You will note that we have left blank the place where the actual number of years that you have been in possession is to be stated. We would very much like to cover a period of ten years, but if you cannot certify as to this length of time, make it five years. Please fill in this blank according to your best information in the premises.

Regretting that we must again trouble you, but trusting that we may have prompt attention,

Very truly yours,



Assistant District Counsel.

El Paso, Texas, May 21, 1918.

Stewart Title Guarantee Company,
Two Republics Building,
El Paso, Texas.

Gentlemen:

Inclosed is print showing the J. M. Coker land and right of way across same for the El Paso Valley mesa drain. A warranty deed has been prepared and is to-day being mailed to Mr. Coker at Clint, Texas, and as soon as it is returned executed we will put it on record. We ask that you prepare title guarantee covering this right of way, billing the cost of it to the Reclamation Service.

The canal line is in the eastern part of Mr. Coker's land, outlined in red. This land is in the Socorro grant, and it is thought that the survey numbers and property owners' names on the print will give ample data for locating the land in question.

Very respectfully,

P W DENT CPH

District Counsel.

inci.

El Paso, Texas, May 21, 1918.

Mr. J. M. Coker,

Clint, Texas.

Dear Sir:

Receipt is acknowledged of your communication saying that we may go ahead with the title guarantee, and we are to-day writing the Stewart Title Guarantee Company asking them to prepare the necessary papers.

Inclosed is a warranty deed which you and Mrs. Coker are to execute and return here as soon as possible. This deed will be put on record, and when it is returned from the Recorder's office and the title papers are ready, we will be in a position to draw you a check for the amount due.

Do not forget to put the revenue stamps on the deed. A 50-cent stamp will be required in this case.

Very truly yours,

P W DENT OFH

District Counsel.

incl.

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

CH

OFFICE OF
DISTRICT COUNSEL

El Paso, Texas, May 18, 1918.

Mr. J. M. Coker,
Clint, Texas.

Dear Sir:

You are informed that the contract dated April 27, 1918, in which you agreed to convey to the United States a certain right of way for the El Paso Valley mesa drain, has been approved.

In this contract you also agreed to furnish an abstract of title. However, this office has made arrangements with the Stewart Title Guarantee Company to accept their guarantee contracts instead of making our own examination of title. The charge for this guarantee would be about \$10, and it is thought that you would rather take advantage of this method than to pay for an expensive abstract. Kindly indicate your wishes and we will proceed accordingly.

After the matter of title is disposed of you will be called upon to execute a warranty deed, and when the deed is recorded a check can be drawn in payment of the amount due you.

Do not delay your answer to the above, as it is necessary that we hear from you before we can go further in ordering the required papers.

Very truly yours,

P. W. Dene
District Counsel.



El Paso, Texas, October 15, 1918.

From: District Counsel P. W. Dent,

To : Chief Counsel, Washington.

Subject: Legal requirements for voucher 415, f.y. 1919, in favor of J. M. Coker, etc., Rio Grande project (and various other cases - general)

1. Your letter October 11:

2. Since it appears you are unable to locate letter Sept. 5, 1918, to which reference is made, copy is herewith enclosed. The evident purpose of this letter was to explain that it was impossible to furnish at that time possessory certificate and showing regarding taxes, not alone in the case of J. M. Coker, but in the others mentioned. It was expected, of course, that appropriate notation would be made so that when the papers connected with the cases mentioned came to hand the situation would be understood. Perhaps the letter is subject to the criticism that it covered more than one subject, or rather more than one case on the same subject, but a review of the correspondence will show that while this matter sprang from the Chas. R. Loomis case originally, it developed into a general discussion of the subject of certificates of title and kindred matters.

3. That it is easy to offend against the rule that only one subject shall be covered by a letter is illustrated by your own letter of October 11, which refers to "other vouchers of a similar nature" having been passed, without mentioning the other vouchers or giving any information from which it can be told what vouchers were passed and what are held for the additional showing mentioned in Mr. Harvey's letter of Sept. 5, 1918, copy herewith. It was not expected that any of the vouchers mentioned in letter of Sept. 5 would be passed without the papers mentioned therein, but if they have been passed and the additional papers are not now required, information to that effect would be appreciated, in order that we may not spend any unnecessary time and efforts in securing the additional showing in question. In prior correspondence mention has been made of the difficulty encountered in securing possessory certificates of the character required, in some cases. When certificates of title are furnished this additional showing is required only by the United States, and it is sometimes hard to convince the grantors of the necessity of such possessory certificates and in addition it is sometimes difficult for the grantor either to make such certificate

himself (or herself) or to find some one else who is possessed of the necessary information and is willing to sign the desired certificate. Thus delays in many cases are inevitable.

4. Title papers, after payment, are transmitted by the fiscal agent and not by this office, and it is not always practicable to have the papers checked by Mr. Harvey or myself, because of absence when the papers are ready to be forwarded. This it is, no doubt, which prompted Mr. Harvey's letter of Sept. 5, as a precautionary measure, and I have no doubt that the fiscal agent, Mr. Kennicott, considered this letter sufficient explanation, though evidently some further explanatory note was attached to the Coker papers or the others referred to in letter of October 11, else the existence of this letter (which it is stated could not be located) would not have been known to your office.

5. Title matters are handled largely by Mr. Harvey, who is and for some time has been ill with influenza and is unable to report upon these matters, but the files show that possessory certificates in each of the cases mentioned in letter of Sept. 5 have been prepared and forwarded to the interested persons for execution. However, for reasons unknown they have not been executed and returned. Those required (as indicated by reply to the second sentence of paragraph 3 hereof) will be duly transmitted when received.

6. Permit me to suggest that appropriate notation be made in order to forestall in the other cases mentioned in Mr. Harvey's letter of Sept. 5, copy herewith, letters similar to that of October 11. I am advised by the fiscal agent that these papers have been already forwarded.

enc.

CC to PH

QX. 17-18

Inclosed is a possessory certificate by Mr. Woodley, which may be used for what it is worth in the above case, and which also contains my own certificate as to taxes. This was not forwarded, as we were awaiting a possessory certificate by Mr. Coker himself, or other party in interest in the chain of title, the same having been written for under date of September 6, along with others in similar category, but none of which have responded, with the exception of the three--Wells, Pomeroy, and Cooley & Peyton--which were transmitted to your office with my letter of September 12, following up the letter of September 5.

C F HARVEY

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE
WASHINGTON, D. C.

From Chief Counsel

To District Counsel, El Paso.

Subject: Legal requirements for voucher 415, f.y. 1919, in
favor of J. M. Coker and wife in the net sum of \$155.
Rio Grande project.

1. This voucher is before me for the purpose of determining legal requirements. It is accompanied neither by certificate showing the condition of taxes, nor by the required possessory certificate. The voucher will therefore be held until these can be furnished.

2. In reference to other vouchers of a similar nature accompanied by certificate of title by the Stewart Title Guaranty Company, you refer to letter to the Chief Counsel dated Sept. 5, 1918 for evidence regarding taxes and for the required possessory certificate. The mails and files section reports that no such letter is in this office. These vouchers have been passed, though with considerable reluctance. It is sincerely hoped that all vouchers hereafter will be accompanied by the papers required by the Reclamation Manual, as it causes considerable loss of time and inconvenience in this office to look up detached documents.

Will R. King

Copy to PM, El Paso.

Affidavit As To Possession.

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

I, J. M. Coker, do solemnly swear that to my personal knowledge the land described in the contract dated April 27, 1918, made between myself and the United States of America, which land is located in SE $\frac{1}{4}$ of NW $\frac{1}{4}$ sec. 22, T. 32 S., R. 7 E., 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 _____ 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.

J M COKER

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

(SEAL)

My commission expires
June 1, 1919.

Notary Public In and For El
Paso County, Texas.

El Paso, Texas, July 16, 1918.

Stewart Title Guarantee Company,

El Paso, Texas,

Gentlemen:

Referring to our letter of May 21 asking for title guaranty for J. M. Coker land, you are advised that we have not received this guaranty. Mr. Coker was in the office yesterday, asking when he might receive payment, and anything you can do to hasten delivery of the necessary papers will be greatly appreciated.

Very truly yours,

P W DENT CPH

District Counsel.

CH

El Paso, Texas, May 23, 1918.

County Clerk for El Paso County,

El Paso, Texas.

Dear Sir;

Transmitted herewith for official record is warranty deed dated May 22, 1918, running from J. M. Coker and wife to the United States.

Very truly yours,

P W DENT CFH

District Counsel.

incl.

El Paso, Texas, May 18, 1918.

County Clerk for El Paso County,

El Paso, Texas.

Dear Sir:

Transmitted herewith for official record are contracts
between the United States and the following names parties,
of dates as stated:

J. M. Ocker and wife, dated April 27, 1918. El Paso Val mesa drain
Cooley & Peyton, dated April 12, 1918. El Paso Val middle drain
J. Krakauer, attorney for Mrs. J. Krakauer, dated March 14,
1918. El Paso Val middle drain

Very truly yours,

P. W. DENT CFH

District Counsel.

3 incls.

El Paso, Texas, May 16, 1918.

Mr. J. M. Coker,

Clint, Texas.

Dear Sir:

You are informed that the contract dated April 27, 1918, in which you agreed to convey to the United States a certain right of way for the El Paso Valley mesa drain, has been approved.

In this contract you also agreed to furnish an abstract of title. However, this office has made arrangements with the Stewart Title Guarantee Company to accept their guarantee contracts instead of making our own examination of title. The charge for this guarantee would be about \$10, and it is thought that you would rather take advantage of this method than to pay for an expensive abstract. Kindly indicate your wishes and we will proceed accordingly.

After the matter of title is disposed of you will be called upon to execute a warranty deed, and when the deed is recorded a check can be drawn in payment of the amount due you.

Do not delay your answer to the above, as it is necessary that we hear from you before we can go further in ordering the required papers.

Very truly yours,

P W DENT CPH

District Counsel.

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

El Paso, Texas, April 29, 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 April 27, 1918

Executed by L M Lawson Project Manager

With J M. Corer and wife

Estimated amount involved, \$ 165.00 Authority 6-5.

Purpose of agreement:

(See instructions on back, par. 5.)

Purchase of right of way requiring
El Paso Valley mesa drain.

Original and one copy of bond herewith (Strike out if bond transmitted.)

Advise Chief of Construction, Denver, Colorado, 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,
Certificate of recommendation,
3 blueprints.
Orig. & 1 copy rept. on land
agreement.

L M LAWSON

(Signature.)

NOTING CHIEF OF CONSTRUCTION

CHAS. F. WILLIAMS.

(The blanks below to be filled in the Washington Office.)

Approved by Morris Bien, Acting Director

MAY 14 1918

Date of approval MAY 14 1918

Bond, if any, approved by same officer on same date.

Original enclosed for record
and further appropriate action to P. M.

Morris Bien, Acting Director
Director and Chief Engineer.

Respectfully transmitted to Director, Washington with recommendation that the contract be approved. 10 Incls: Orig. & 3 copies of contract and 3 copies of form letter Cert. of necessity Report on land agreement 3 blue prints

Denver, Colo., May 6 1918

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

WASHINGTON, D. C.

From Chief Counsel

OCT 30 1918

To District Counsel, El Paso, Texas.

Subject: Legal requirements for voucher 415, f.y. 1919,
in favor of J. M. Coker, Rio Grande project.

1. Your communication of October 15, 1918 bearing upon the above subject in reply to my inquiry of Oct. 11, has been given rather unusual attention.

2. There is no suggestion in my letter regarding any offense against any rule other than that all of the papers required by the Reclamation Manual were not with the voucher under consideration. A reading of the letter of Sept. 5, 1918 does not alter the situation.

3. No memorandum is kept by this office of vouchers that have been passed, as matters of that nature are forwarded to the Auditor through the auditing section of this Service, and therefore it cannot now be readily known what vouchers have been passed to which I referred in my letter of Oct. 11. However, unless the papers required by the Reclamation Manual hereafter accompany each voucher, it will be necessary to return the voucher to the disbursing officer with instructions that he obtain the requisite papers before returning the voucher to this office. These vouchers must be held here until all necessary papers have been obtained so that the disbursing officer can get no credit before the Auditor during that time, and therefore it will be better for the disbursing officer to hold the voucher until he has obtained all the required papers. Where it is suspected that there may be trouble in obtaining the necessary papers such as possessory certificates and tax showings, the disbursing officer should not pay the voucher until he has all these before him. This will serve as a very material stimulant for the landowner.

4. We have accepted the certificate accompanying your letter of Oct. 15 made by Mr. Hoadley, to which we note Mr. Harvey's certificate regarding taxes, and have therefore passed voucher No. 415 under consideration.

Copy to PM, El Paso
Disbursing Officer, El Paso
Legal Division, Denver.

