

780 GAAL, I. G. et. al

WARRANTY DEED

731 MESA DRAIN

0023-0000-6040-00

21-36-37-100000

THE STATE OF TEXAS,)

COUNTY OF EL PASO.)

KNOW ALL MEN BY THESE PRESENTS:

That we, I. G. Gaal, a widower, and Chas. B. Gaal, Frank F. Gaal,Geo. W. Gaal, and Lillian M. Eden, all married

of the County of El Paso, State of Texas, in consideration of the
 sum of Three hundred eleven and 50/100 (\$311.50) Dollars,

to us in hand paid by the United States of America pursuant to the Act of Congress of June 17, 1902 (32 Stat., 388) and acts amendatory thereof or supplementary thereto, the receipt of which is hereby acknowledged, have Granted, Sold, and Conveyed, and by these presents do Grant, Sell, and Convey unto the said United States of America, 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 containing two and thirty-nine hundredths (2.39) acres more or less, which is part of a tract containing seven and forty-nine hundredths (7.49) acres more or less, described as follows: Beginning at the southeast corner of the tract of land to be conveyed, from which point the northeast corner of section thirty-two (32), township thirty-three (33) south, range eight (8) east, New Mexico Principal Meridian, bears north forty-seven degrees (47°) twenty-three minutes (23') east, one thousand two hundred and seventy-six (1,276) feet; thence south sixty degrees (60°) thirty-five minutes (35') thirty seconds (30") west, fifty (50) feet to station 60 plus 76 on the center line of the proposed Mesa Drain; thence south sixty degrees (60°) thirty-five minutes (35') thirty seconds (30") west fifty (50) feet; thence north twenty-nine degrees (29°) twenty-four minutes (24') thirty seconds (30") west, one thousand four hundred and fifteen (1,415) feet; thence north twenty-nine degrees (29°) twenty minutes (20') west, one thousand eight hundred and eighty (1,880) feet; thence south eighty-two degrees (82°) twenty minutes (20') east, fifty-nine (59) feet to station 93 plus 37 on the center line of the proposed Mesa Drain; thence south eighty-two degrees (82°) twenty minutes (20') fifty-nine (59) feet to a point on the dividing line between the G. H. & S. A. R.R. right of way and property of vendor herein; thence south twenty-nine degrees (29°) twenty minutes (20') east, one thousand eight hundred and six (1,806) feet along said division line; thence south twenty-nine degrees (29°) twenty-four minutes (24') thirty seconds (30") east, one thousand four hundred and fifteen (1,415) feet along said division line to the point of beginning; said tract of land containing seven and forty-nine hundredths (7.49) acres, more or less, said tract of land being the same as Tract No. 2, described in agreement to sell between I. G. Gaal and the United States dated January 4, 1919; 5.10 acres of which described as follows, (A tract of land situated approximately two (20) miles Northwest of the town of Fabens, El Paso County, Texas, in the Northwest quarter of the Northeast quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$) of Section thirty-two (32), and in the West half of the southeast quarter (W $\frac{1}{2}$ SE $\frac{1}{4}$) and the northeast quarter of the southwest quarter (NE $\frac{1}{4}$ SW $\frac{1}{4}$) of section twenty-nine (29) township thirty-three (33) South, range eight (8) east United States Reclamation Service Survey and being also in the San Elizario Grant and more particularly described as follows: Beginning at the point of intersection of the boundary line between land of Grantor herein and survey 121 of the "San Elizario Grant" with southwesterly right of way line of G.H. & S.A.R.R. and from which point the Southeast corner of said section twenty-nine (29) bears south eighty-three degrees (83°) forty-four minutes (44') thirteen seconds (13")

Correct as to Engineering Data E. J. M.

THE STATE OF TEXAS,
COUNTY OF EL PASO.

KNOW ALL MEN BY THESE PRESENTS:

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

to _____ in hand paid by _____

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 _____ and _____ of _____, 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:~~ East one thousand five hundred twenty-three and two tenths (1523.2) feet; thence south nine degrees (9°) thirteen minutes (13') east two hundred eighty-five and two tenths (285.2) feet along said boundary line; thence south twenty-two degrees (22°) thirty-seven minutes (37') east thirteen and twenty-three hundredths (13.23) feet, along said boundary line; thence north twenty-nine degrees (29°) twenty-four minutes (24') thirty seconds (30") West five hundred eighteen and eight tenths (518.8) feet; thence north twenty-nine degrees (29°) twenty minutes (20') west one thousand eight hundred eighty three and seven tenths (1883.7) feet to point on property line between land of Grantor herein and C. E. Kelly; thence South eighty-two degrees (82°) twenty minutes (20') East one hundred twenty-five and two tenths (125.2) feet along said property line to southwesterly right of way line of G.H.&S.A.R.R. and from which point the Southeast corner of said Section 29 bears South fifty-two degrees (52°) thirteen minutes (13') fifty-five seconds (55") East three thousand one hundred eighty-three and seventy-five hundredths (3183.75) feet; thence, along said right of way line of G.H.&S.A.R.R. South twenty-nine degrees (29°) twenty minutes (20') East one thousand eight hundred eight and thirty-two hundredths (1808.32) feet and South twenty-nine degrees (29°) twenty-four minutes (24') thirty seconds (30") East two hundred thirty-eight (238.0) feet to point of beginning; was added to the United States by the said I. G. Gaal by instrument dated October 9, 1919, recorded in Volume 334 page 438 of Deed Records of El Paso County, Texas; and the remainder of the said tract containing 7.49 acres, being the tract of 2.39 acres which is hereby conveyed.

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, its

successors or ~~assigns~~ 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 said _____

the United States of America, its

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

WITNESS our hands at El Paso Tex this 5th day of April _____, A. D. 1921

Witnesses at Request of Grantor

50-cent U. S. Doc. Rev. stamp
affixed and cancelled.

I G Gaal
Chas B Gaal
Frank F Gaal
Lillian M Eden
Geo W Gaal

THE STATE OF TEXAS

COUNTY OF EL PASO.

BEFORE ME,

Jos U Sweeney

a Notary Public

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

personally appeared I G Gaal Chas B Gaal Frank F Gaal Geo W Gaal and
Lillian M Eden

known to me to be the person S whose name S are
subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the pur-
poses and consideration therein expressed.

Given under my hand and seal of office, this 5th day of April A. D., 1921

(SEAL)

Jos U Sweeney

My com exp June 1 1921

Notary Public.

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 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.

I W D Greet

Clerk of the County

Court of said County, do hereby certify that the above instrument of writing, dated on the 5
day of April, A. D. 1921 with its certificate of authentication, was filed for record in my
office this 19 day of April, A. D. 1921, at 10:27 clock A M
and duly recorded the 27 day of April, A. D. 1921, at 10:02 o'clock A M
in the records of said County, in Volume 372 on Pages 371

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.

(SEAL)

W D Greet

Clerk County Court, El Paso County, Texas.

By Florence C Rock, Deputy.

WARRANTY DEED

Single and Wife's Separate Acknowledgment

Filed for record _____ 19____

at _____ o'clock _____ M.

Clerk.
County Court, El Paso County, Texas.

By _____ Deputy.

93+37.0
S. 82° 20' E.

W.D. 4/5/21
Recorded 4/27/21
Book 372 Pg 371

Sec. 32, T.33 S., R.8 E.

W.D. 4/5/21
Recorded 4/27/21
Book 372 Pg 371

Sur. 121 of the
"San Elizario Grant" Title of
which is now in litigation.

SUR. 121
R.O.F.W. 239 A. N

SCALE: 1"=400'

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE
N.MEXICO-RIO GRAND PROJECT-TEXAS.
EL PASO VALLEY DRAINAGE
MESA DRAIN
RIGHT OF WAY

DRAWN: LAWRENCE FIELD WORK Wilson

CHECKED:----- APPROVED:-----

Note: in the "San Elizario Grant",
El Paso Co., Texas.

No 4

ESQ00-L48 EL PASO - SEPT. 1919

THIS AGREEMENT, made January 4th.

nineteen hundred and nineteen, between L. G. Gaud,

~~and~~ his wife of El Paso

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

L. M. Lawton, 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:

Tract No. 1.

Beginning at the southeast corner of the tract of land to be conveyed,
from which point the southwest corner of Section twenty-nine (29),
township thirty-three (33) south, range eight (8) east, New Mexico
Principal Meridian, bears south 37°37' west, three thousand six hundred
and sixty (3,660) feet; thence south 60°37' west, fifty (50) feet along
the property line between vendor herein and Charles E. Kelly to
station 143 plus 87 on the center line of the proposed Mesa Drain;
thence along same course and property line fifty (50) feet; thence
north 29°22'30" west, one thousand two hundred forty-nine and seven
tenths (1,249.7) feet; thence north 29°24' west, two hundred twenty-
four and six tenths (224.6) feet; thence north 41°09' east, fifty-
three (53) feet to station 118 plus 79 on the center line of the
proposed Mesa Drain; thence on same course fifty-three (53) feet to
property line between vendor herein and the C.R. & S.A.R.R.; thence
south 29°24' east, two hundred and sixty (260) feet along said property
line; thence south 29°22' 30" east, one thousand two hundred forty-
nine and seven tenths (1,249.7) feet along said property line to the
point of beginning; said tract of land containing three and forty-
three hundredths (3.43) acres, more or less;

Tract No. 2.

Beginning at the southeast corner of the tract of land to be conveyed,
from which point the northeast corner of section thirty-two (32),
township thirty-three (33) south, range eight (8) east, New Mexico
Principal Meridian, bears north 47°25' east, one thousand two hundred

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.....

~~seven hundred thirty eight & no/100 2738.00~~

.....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.....

January 4, 1919

.....notwithstanding earlier delivery of the deed as

herein provided, and may harvest and retain the crops thereon until **January 4, 1919**; 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 **24** 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).

and seventy-six (1,276) feet; thence south $60^{\circ}35'30''$ west, fifty (50) feet to station 60 plus 76 on the center line of the proposed Mesa Drain; thence south $60^{\circ}35'30''$ west, fifty (50) feet; thence north $29^{\circ}24'30''$ west, one thousand four hundred and fifteen (1,415) feet; thence north $29^{\circ}20'$ west, one thousand eight hundred and eighty (1,880) feet; thence south $82^{\circ}20'$ east, fifty-nine (59) feet to station 93 plus 37 on the center line of the proposed Mesa Drain; thence south $82^{\circ}20'$ east, fifty-nine (59) feet to a point on the dividing line between the U.S.R.R. right of way and property of vendor herein; thence south $29^{\circ}20'$ east, one thousand eight hundred and six (1,806) feet along said division line; thence south $29^{\circ}24'30''$ east, one thousand four hundred and fifteen (1,415) feet along said division line to the point of beginning; said tract of land containing seven and forty-nine hundredths (7.49) acres, more or less.

It is understood and agreed that there will be constructed by and at the expense of the United States a three ton farm bridge, of the standard design adopted and now being used on the Rio Grande project, said bridge to be constructed at Station 72 plus 00 of the El Paso Valley Mesa Drain of the Rio Grande project, and work thereupon shall be commenced and completed within a reasonable time after excavation of said drain at the point mentioned. It is further understood and agreed that the vendor and ^{his} heirs and assigns will maintain said structure in good condition at all times and that the United States shall not be liable for any damage occurring from lack of proper maintenance of said structure.

The contractor expressly warrants that he has employed no third person to solicit or obtain this contract in his behalf, or to cause or to procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that he has not paid, or promised or agreed to pay, to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission, or percentage upon the amount receivable by him hereunder; and that he has not, in estimating the contract price demanded by him, included any sum by reason of any such brokerage, commission, or percentage; and that all moneys payable to him hereunder are free from obligation to any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the United States, and that the United States may retain to its own use from any sums due or to become due thereunder an amount equal to any brokerage, commission, or percentage so paid or agreed to be paid.

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

Witnesses :

P. W. Dent, I. G. Gaal
of El Paso, Texas.

Vendor.

P. W. Dent,
of El Paso, Texas. L. M. LAWSON
For and on behalf of the United States.

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 I. G. Gaal

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

deed 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 4th day of January, 1919

[SEAL.]

Geo. W. Hoadley,
Notary Public.

My commission expires June 1, 1919.

Approved 2/19, 1919

THIS IS TO CERTIFY AS FOLLOWS:

With reference to purchase of 2.39 acres of land from I. G. Gaal et al. under contract with I. G. Gaal dated January 4, 1919, and title guaranty issued in connection therewith dated April 19, 1921:

That the amount to be paid, \$311.50, as stated in the attached warranty deed running to the United States and dated April 5, 1921, and the acreage thereby conveyed, which is 2.39 acres, is the balance due on Tract No. 2 as described in the agreement to sell dated January 4, 1919, the title to this portion of the entire Tract No. 2 being in dispute at the time partial settlement with I. G. Gaal was made for the remainder, as explained in memorandum by C. F. Harvey, Clerk, under date of December 17, 1919, copy of which is attached hereto; that since the execution of the agreement to sell the wife of I. G. Gaal departed this life, and that the children of the vendor, as stated in his affidavit (copy attached) are Charles B. Gaal, Lillian M. Eden, F. F. Gaal, and G. W. Gaal, all of whom have joined in execution of the warranty deed running to the United States, and that payment should be made by check drawn jointly to them and to I. G. Gaal; that the joinder of the husband of Lillian M. Eden, a married woman, is not necessary, as proceedings (Ex Parte Lillian M. Eden - 20294) were had in 65th (Texas) District Court, January Term, 1921, granting her sole authority to sell, convey, etc., as this is advantageous to petitioner, etc., she living separate and apart from her husband and he refusing to join in a conveyance; and in any event the attached title guaranty will constitute sufficient assurance upon this point; that the tax certificate referred to in the title guaranty refers to the land a portion of which has been acquired by the United States, and the copy thereof is a true and correct copy, as stated, of the original tax statement appearing in Pioneer Abstract (extension) No. 22655; and as to taxes for the year 1921, which taxes were not assessed at the date of the warranty deed conveying title to the United States, decision by the Secretary of the Interior dated April 25, 1910 (D-11479), which is a letter to the Director of the Reclamation Service, holds that, as to the United States, which is a party exempt from taxation by State authority, "if property is acquired while the proceedings are in fieri by one exempt from taxation, the taxing proceeding is arrested, and a tax, though subsequently levied, is not a lien effectual against the title."

El Paso, Texas,
May 10, 1921.

F. W. DENT
District Counsel.

(Reference is made to letter March 26, 1921, from Dr. to C. of C., in regard to land purchase from J. W. Johnson,

Rio Grande project.)

Inclosures with this land purchase are as follows:

Title guaranty containing tax statement.

2 copies affidavit by I. G. Gaal as to family history,
dated December 15, 1920.

1 (extra) copy above certificate.

2 copies possessory certificate. (For orig. possessory
certificate, see papers attached S.E. Hadden Voucher
9546, 1920, Proj. No. 18137, amount \$411.60, paid Mar.
29, 1920.)

2 copies affidavit as to possession. (For orig. affidavit,
see above numbered voucher.)

Orig. warranty deed dated April 5, 1921, with 1 copy and
2 blueprints.

For orig. agreement to sell, see above numbered voucher.

2 copies Memo. Jan. 4, 1919, by Harvey.

El Paso, Texas, April 5, 1921.

County Clerk for El Paso County,

El Paso, Texas.

Dear Sir: :

Transmitted herewith for official record is
warranty deed dated April 5, 1921, running from
I. G. Gaal et al. to the United States.

Very truly yours,

P W DENT

District Counsel.

incl.

El Paso, Texas, March 4, 1920.

From District Counsel

To Chief of Construction, Denver.

Subject: Certificate as to taxes, etc., in connection with land purchases upon title guaranties - Rio Grande project.

1. In a number of recent cases your office has referred to the Project Manager at El Paso papers relating to land purchases supported by title guaranty, which guaranty includes a statement as to taxes, but, as is usual in such guaranties, expressly excepts the liability thereon which might attach by reason of liens for unpaid taxes. The memoranda accompanying these papers ask for certificate by District Counsel to the effect that the land described in the tax statement covers that acquired by the United States, as the land descriptions found in the tax statements are different from those used by the Service. Request is also made (as in the case of the I. G. Gaal purchase under contract with this party dated January 4, 1919) that I certify to the effect "that there are no liens or encumbrances of any kind on said land." I am not sure that this latter certification is desired, since in paragraph 2 of Mr. Buck's memorandum it is stated that the only matter to be explained is that of taxes. In any event the matter of liens and encumbrances is fully covered by the certificate, this being one its main offices. The certificate guarantees indefeasable title free from all liens except for taxes.

2. As to the requirement that I certify that the tax certificate relates to the land acquired by the Government, this will hereafter be done, so far as possible. I can only certify that this is true according to the best information obtainable. Of course, I cannot change or supplement the tax records, which are almost always somewhat uncertain and we must take them as they are found. No certificate of this nature has heretofore been required or furnished, for the reason that reliance was had upon the title company's securing a tax statement that was pertinent in a given case (otherwise it would not be attached), and we have confidence that the showing thus made is as reliable as can be obtained. It is unfortunate that land descriptions used in the local tax records are not such as to make a clear showing on the

above point. The Service ran out surveys in El Paso County according to the Land Office system and our right of way descriptions are based exclusively on these data, but they are entirely foreign to the county records. It may also be added that the tax records even in connection with the usual descriptions found in abstracts or otherwise pertaining to a chain of title, are often vague and the source of more or less guess work. For this reason the tax collector will not furnish a clear-cut certificate such as we should like, and is usually furnished where lands are described by legal subdivisions. In all cases we secure the best and most definite certificates obtainable.

5. Reverting to the matter of liens or encumbrances other than for possible taxes, I trust the examiners will not insist upon my personal certificate upon this matter. The title company will not issue their guaranty if liens (other than taxes) are not first removed, and the guaranty is expressly against any defect in title arising from such other liens or otherwise. It is a practical impossibility for anyone personally so to certify without duplicating the work of the title guaranty company, whose legitimate function this particular work is.

4. There is another matter relating to this procedure which it would be well to take up at this time. Heretofore it has been the custom to include in the title papers where title certificates are furnished, the letters of April 11, 1918, and June 26, 1918, from Chief Counsel to District Counsel, in accordance with instructions contained in the last paragraph of the latter communication, those letters to constitute a showing of authority for use of the title guaranties. The letters here referred to were written before the contract with the Pioneer Abstract and Title Guarantee Company of June 5, 1919, was made, which contract calls for the furnishing of tax statement by the county tax collector in the form now being used in connection with the guaranty. Previously the company did not furnish tax certificate, which was therefore supplied by District Counsel for want of something better. The combination of certificate by county tax collector and transmission of the Chief Counsel's letters calling for a certificate by District Counsel, constitutes a procedure that is rather confusing and embodies instructions no longer applicable, though we have not felt warranted in discontinuing the practice. Also, in the letter of April 11, 1918, there is a reference to the W. L. Tooloy land purchase, which reference, I believe, is not now a matter of substantial

consideration, in view of general authority to use title guaranties and for special clause in the agreements to sell land contained in letter from the Director's office to Chief of Construction dated February 5, 1920; subject: Special provisions for abstract of title and title insurance certificates, to be used in land purchase contracts. In view of the foregoing it is suggested that instead of transmitting copies of the letters from Chief Counsel, it would probably be the better practice to incorporate in the papers at some appropriate place a reference to the letter last above mentioned. This could be embodied in my certificate connecting up the tax statement with the land purchased, or otherwise as may be desired.

5. It is desired to utilize the title guaranties as much as possible to the end that they may prove to be the means of eliminating all labor as far as consistent with full security to the Government. Hence, while we wish to have the examiners fully advised in the premises, we do not wish to cumber the record with any matters not absolutely essential, and all to the end that vouchers may be approved for payment without unnecessary delay. If a landowner is kept out of his purchase money for any great length of time after we have cut up his farm with a ditch and after deed to the Government has been executed, he becomes a rather difficult person to deal with, and anything your office can do to facilitate these matters will be greatly appreciated. I should appreciate any helpful suggestions your office may be able to make to meet the situation outlined herein.

P. W. Dent

Copy to Dr.
P.H. El Paso.

incls: papers in I.G. Gaal
case, as follows:
2 memos. by Buck (with 3
pencil sheets)
cert. in duplicate by Dent
as to liens and taxes.
orig. & 3 copies vouchers.
possessory certificate.
possessory affidavit.
copies 2 letters by C.C.
memo. by Harvey.
orig. contract to sell 3.
orig. & 1 copy deed, with
2 b.ps. attached.
title guar. incl. tax statement.

El Paso, Texas, December 17, 1919.

Mr. I. G. Gaal,
Box 450,
El Paso, Texas.

Dear Sir:

We have secured the title certificate for your property, and if you can call at the office we will have you sign the other necessary papers and turn the same over to the proper officer for payment.

Very truly yours,

C F HARVEY

Asst. District Counsel.

El Paso, Texas, November 20, 1919.

Pioneer Abstract and Guarantee Title Company,

El Paso, Texas.

Gentlemen:

Transmitted herewith is application for title certificate to cover 3.43 acres granted to the United States by I. G. Gaal in deed dated October 9, 1919. This is the tract of land to the north of that lying near the Chimney tract.

The consideration to be paid is a portion of the \$426.50 named in the above mentioned deed, and as these two tracts of land are involved in the same transaction with Mr. Gaal it is not possible to state the exact amount that applies to each. However, we understand that title certificate will issue covering both this upper and the lower tract and that the above amount can be named in one certificate covering both tracts.

Very truly yours,

C F HARVEY

Asst. District Counsel.

incl.

El Paso, Texas, October 13, 1919.

County Clerk for El Paso County,

El Paso, Texas.

Dear Sir:

Transmitted herewith for official record is warranty deed dated October 9, 1919, running from I. G. Gabel to the United States.

Very truly yours,

C F HARVEY

Asst. District Counsel.

incl.

El Paso, Texas, October 11, 1919.

Mr. I. G. Geal,
Box 450,
El Paso, Texas.

Dear Sir:

In connection with the deed which you executed the other day, we neglected to get from you an internal revenue stamp for \$1, which is necessary before the deed can be recorded, and which it is customary for the grantor to supply. Kindly furnish a stamp, and we will proceed with the transaction.

Very truly yours,

C F HARVEY

Asst. District Counsel.

CFH:MEF

El Paso, Tex.
Oct. 10, 1919.

Pioneer Abstract and Guarantee Title Co.
El Paso, Tex.

Gentlemen:

With reference to title certificate for two tracts of land lying just above the Chimney tract (Survey 121 - San Elizario Grant) and lying along the west side of the G.H. & S.A. Railway, you are advised that we have obtained Mr. Gaal's deed to these two tracts of land, the upper one being 2.33 acres and the lower one, immediately above the Chimney tract being for 5.1 acres. The deed is today being sent for record and the land as finally acquired is shown on the attached blueprints. You will note that the lower tract excludes all of land in survey 121, title to which is in litigation. We understand that you can issue title certificate for the land now conveyed to the United States and are advising you as herein, in order that you may do so.

Very truly yours,

C. F. Harvey

Asst. District Counsel,

Enc.

CFH:T

El Paso, Texas, Feb. 24, 1919.

County Clerk,
El Paso, Texas.

Dear Sir:

Transmitted herewith for official record is agreement to sell, dated January 4, 1919, between I. G. Gaal and the United States of America.

Yours very truly,

P.W.DENT
By C.F. Harvey
District Counsel.

Enc 1.

Sent

Memorandum in reference to payment of \$426.50 to I. G. Gaal under contract with him dated January 4, 1919.

This contract calls for payment of \$738 for two tracts of land containing 3.43 acres and 7.49 acres.

As to the tract containing 7.49 acres, a portion of this containing 2.39 acres of what is known as the Chimney Tract, or Survey No. 121, of the San Elizario Grant, is of doubtful title, being the subject of a boundary dispute which will probably be followed by litigation. It is therefore feasible to pay Mr. Gaal for only such portion of the land for which title guaranty can be secured, and the guaranty does not run to the land known as the Chimney Tract. Deducting 2.39 acres from 7.49 acres, leaves 5.10 acres, which is described in the warranty deed and blueprint attached.

The amount to be paid Mr. Gaal is \$426.50, and is arrived at as follows: The 2.39 acres of actual right of way deducted, as above stated, at \$50, the rate originally allowed, amounts to \$119.50. An amount of \$192 had also been allowed under the original contract, which amount was for 3.84 acres of the Chimney Tract at \$50, this acreage having been cut off by the actual right of way, but which is involved in the title to the Chimney tract and which therefore cannot now properly be paid. These two amounts, \$119.50 and \$192, total \$311.50, and this amount deducted from \$738 leaves \$426.50, the amount now to be paid.

C. F. HARVEY

Clerk.

El Paso, Texas,
December 17, 1919.

PREMIUM RATES COVER ONLY THE TITLE AT DATE OF APPLICATION

El Paso, Texas, April 5, 1921

The undersigned hereby applies to the PIONEER ABSTRACT AND GUARANTEE TITLE COMPANY for a Guarantee Certificate of Title in its usual form, in the sum of \$ 511.50 upon the title to the lands hereinafter described:

Premium \$.....

Charges guaranteed by

Estate or interest to be guaranteed: **Feesimple.**

Legal description of premises: 2.39 acres more particularly described in at-
tached warranty deed running from L. G. Gaal et al.
to United States.

Vacant or Improved: **Now occupied by El Paso Valley mesa drain.**

House number and street: **Farm location, no house.**

Value	\$311.50	Ground	\$311.50	Improvements	\$0
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In possession of **United States.**

Claiming under Possession and above mentioned warranty deed.

By virtue of { Conveyance from I G Gaal et al. as above mentioned.
 { Gift descent bequest

If by inheritance, give names of other descendants

Marriage relation of present owner	{	Married	I G Gaal widower other parties
		Divorced	married; see below as to Lillian
		Widowed	M Eden.

In whom is Record Title now vested	United States	{ Married	{ Name of Wife
		{ Single	{ Name of Husband

Homestead? **No** If not, what property is claimed as homestead? **El Paso City property**

Residence of present owner. I G Gaal, El Paso.

Residence of party to be guaranteed

Occupation of present owner I G Coal Capitalist; do not know what the rest of them do for a living.

Occupation of party to be guaranteed

How to be conveyed	See above; conveyance already executed.
--------------------	---

Is any building now being constructed or repaired on the premises? **No.**

Any contract being made for any improvements? **No.**

Has any material been delivered on the premises, and by whom? **No** When?

Mechanic's Lien on the premises	No
---------------------------------	----

Deed of Trust	(It is understood that this property is
Vendor's Lien	(clear of all encumbrances. Title was
Judgments	(held by I G Gaal, and the other parties
Any other Statutory Liens	(who have joined in the warranty deed
Assessments for street improvements now due	(running to the Government are his chil-
Taxes unpaid and due	(dren, they having joined in order to
Are there any adverse claims or objections to the title, known or rumored?	(convey their share in interest of de-
Has this title ever been rejected?	(ceased wife of I. G. Gaal, she having
By whom, and why?	(died April 13, 1920. Our statements in
Has any one else claimed or does anyone else claim any interest in the premises?	(reference to title are subject to any
Instruments furnished	(showing made when attached abstracts
Instruments to be furnished	(are brought down to
Instruments to be prepared	(date. Your company has already guaranteed
Instruments to be recorded	(title on a portion of this right of way,
Abstract furnished and to be continued	(that for which title certificate is now
Any building restrictions	(asked being the land previously excluded
Limitation title	(pending Krause litigation, which has now
Were taxes paid as accrued?	(been dismissed.
Was possession by owner or by tenant?	Warranty deed; Rio Grande Abstract 1584; Pioneer Ab-
Give time of possession of each person	stract 8092; letter to County Clerk for recording of deed
Claimed under	Abstract to be brought down to date at expense of
Names of persons familiar with possession for limitation period claimed	Reclamation Service.
Miscellaneous:	Reclamation Service will prepare papers, if any fur-
	ther are required.
	Warranty deed.
	AS above.
	No.
	See abstract. Gaal acquired this property by a number of
	deeds and has been in undisturbed possession for about
	thirty years.
	See statement of taxes, when obtained to date.

The applicant hereby agrees that if, before the delivery of the certificate, he shall have any further knowledge or information as to defects, objections, liens or incumbrances affecting the title to said premises, he will at once fully make known the same to the Company.

It is understood by the applicant that the Company will not by its certificate guarantee against rights or claims of parties in possession, not shown on record.

If the Company, after examination, shall decline to issue the policy on account of defects in the title, the applicant hereby agrees to pay the necessary expenses incurred by the Company in making such examination.

U S Reclamation Service

Applicant

(When application is made by a person other than the one to be guaranteed.)

Address

C F HARVEY

On behalf of

Asst. Dist. Counsel,
Toltec Building.

INSTRUCTIONS.

1. This form is devised to render unnecessary the writing in the Washington and Denver offices and in the field of various routine letters in reference to contracts.

2. The project or other office where the contract originates will transmit **two copies** of this form in excess of the number of offices which are to be advised of approval. For example, in the usual case where the Project Manager and Chief of Construction are to be advised, four copies should be sent to the Denver Office.

3. With every contract submitted, involving an expenditure, the authority number (Form 7-681) or clearing account to which charges under the contract will be made, must be given in the space provided on this form letter. Any other special matter or information relative to the contract too long to write on this form should be set out in a statement or certificate accompanying the contract.

4. Reference should be made to previous correspondence of importance, especially if form of contract was approved in advance, *giving dates*, stating whether a telegram or letter, and from and to whom.

5. The office in which this contract originates should list all inclosures below.

0-4533

(INSERTED IN DENVER OFFICE.)

Inclosures:

Orig. & 3 copies of form letter,
" " 2 " " contract,
" certificate of necessity, dated 1/4/19,
" report of Appraisal Board, dated 1/4/19,
" " on land agreement,
1 blueprint, E-900-L-48, dated 10/20/15, 7.49 acres,
1 " , E-900-L, dated 5/12/16, 3.43 acres.

Inclosures:

----- copies of contract,
----- copies of form letters of transmittal.

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

El Paso, Texas, *Jan 22*, 1919

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

Subject: Forwarding contract for approval.

Agreement dated **January 4, 1919.** **Rio Grande** Project

Executed on behalf of U. S. by **L. M. Lawson, Project Manager.**

With **I. G. Gaal**

Estimated amount involved, \$ **738.00**

Authority No.
or clearing acct. **6-5**

~~Accompanied by bond and two copies.~~

(Strike out if no bond transmitted.)

Purpose:

(See instructions on back.)

Purchase of right of way for El Paso Valley Mesa Drain.

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

4
Incls. Orig. & 3 copies contract-
Orig. & 1 copy Engr's Cert. - Orig.
& 1 copy Report on land Agreement-
Orig. & 1 copy rept. Board of Appraisal
~~two blueprints~~

L. M. LAWSON

Project Manager.

Denver, Colo., **Jan. 25, 1919.**

It is recommended that the above-described contract be approved.

Inclosures:

E. F. WALTER

Acting Chief of Construction.

(SEE REVERSE FOR INCLOSURES.)

0-4533

Washington, D. C., **FEB 19 1919**

Contract (and bond, if any,) was approved by **MORRIS BIEN,**

Assistant to the Director

tpm
Original enclosed for record
and further appropriate action

on
FEB 19 1919

JAN 30 '19 91967

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. **8 acres in cultivation** **Corn and grain. Good land.**
2.92 " capable of "
10.92

	<u>Basis of Valuation</u>	
10.92 acres @ \$50.00		546.00
3.84 " out off from main tract		192.00 (damage)
		738.00

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.

Cultivated portion irrigated from Franklin Canal
All capable of irrigation.

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

\$85.00 to \$125.00 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.

Will be of general benefit to community.

Estimated cost of farm bridge to be built by the United States
\$275.00.

The above is a correct statement of the information procured.

Dated **January 4, 1919.**

191

(Signature) **Geo. W. Hoodley**

(Title) **Field Assistant.**

In Charge of Negotiations

Approved:

L.H. Lawson

Project Manager.

REPORT ON LAND AGREEMENT

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

INFORMATION relating to agreement made.

January 4,

191⁹, with

I. G. GAAL

for the purchase of land required 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.

3.43 and 7.49 acres - See Agreement.

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.

**Land in El Paso County, Texas - No United States Public
Lands in this state. Mexican Grant**

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.

**I. G. Gaal, P. O. Box 548, El Paso, Texas.
P.C.A. Gaal, " " " El Paso, Texas. (wife)**

**This is not homestead property, but separate property of vendor
and joinder of wife not necessary.**

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 in possession.

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

**Subject to right of way.
tract not being invoked.**

Grant in stock subscription con-

(C O P Y)

The State of Texas, County of El Paso:

Before me, the undersigned authority, this day personally came and appeared I. C. Gaal, to me well known, and who, after being by me duly sworn, did depose and say:

That he is over twenty-one years of age; that his post-office address is El Paso, Texas; that he is the same person who executed a deed conveying to the United States 1.5 acres, more or less, of land, the said deed being dated June 17, 1920, and recorded in Volume 358, page 586, deed records of El Paso County, Texas, and the said land thus conveyed being situate in the Ysleta Town Grant, said El Paso County; that prior to the execution of said deed, to wit, on April 13, 1920, his, affiant's wife, Francesca C. A. Gaal, departed this life, intestate, to his best knowledge and belief, and that he has reason to believe that his said deceased wife never did make a will and that no will made or purported to be made by her will ever be produced, he, affiant, having during the lifetime of his said wife been personally familiar with her property affairs and she never having stated or intimated to him that she would leave a will; that his children, and all of them, are Charles B. Gaal, Lillian M. Eden, F. F. Gaal, and C. W. Gaal, who are now living.

(Signed) I. C. Gaal

Sworn to and subscribed before me, this 15th day of December,

A. D. 1920.

(SEAL) My com. exp.
June 1 1921

(Signed)

Geo W Hoadley
Notary Public, El Paso
County, Texas.

... o ...

The State of Texas, County of El Paso:

Before me, the undersigned authority, this day personally came and appeared A. Schildknecht, to me well known, and who, after being by me duly sworn, did depose and say:

That he is over twenty-one years of age; that his post-office address is Ysleta, Tex.; that for a long period of time, to wit, 39 years, he has resided at or in the vicinity of Ysleta, Tex., and that during all of this time he has been personally acquainted with I. C. Gaal and with the members of his immediate family, and that his, Gaal's children, and all of them, are to his personal knowledge known and commonly reputed to me Charles B. Gaal, Lillian M. Eden, F. F. Gaal, and C. W. Gaal.

(Signed) A. Schildknecht

Sworn to and subscribed before me, this 12th day of January,

A. D. 1921.

(Seal)

My com. exp. June 1 1921

(Signed)

Geo W Hoadley
Notary Public, El Paso
County, Texas.

(Originals of above affidavits transmitted with quitclaim deed
June 17, 1920, I. C. Gaal to United States @ Ysleta Camp
Site, Rio Grande Project.)

AFFIDAVIT AS TO POSSESSION

STATE OF TEXAS :
COUNTY OF EL PASO: ss.

I, I. G. Gaal, do solemnly swear that to my personal knowledge the land described in the contract dated January 4th 1919, made between myself and the United States of America, which land is located in E $\frac{1}{2}$ NW $\frac{1}{4}$ Sec. 29, T. 33 S., R. 8 E., and in W $\frac{1}{2}$ SE $\frac{1}{4}$ Sec. 29, E. N $\frac{1}{2}$ NE $\frac{1}{4}$ Sec. 32, T. 33 S., R. 8 E., U.S.R.S. Survey

El Paso County, State of Texas, has been and is now held in actual, exclusive and continuous possession of myself and my predecessors in title for a period of 25 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.

I. G. Gaal

Subscribed and sworn to before me at El Paso, Texas, Texas, this 10th day of January, A.D., 1919.

(SEAL)

My commission expires:
June 1, 1921.

Geo. W. Hoadley
Notary Public in and for El
Paso County, Texas.

POSSESSORY CERTIFICATE.

Rio Grande Project,
El Paso, Texas, January 4, 1919.

I, George W. Hoadley, Field Assistant, United States Reclamation Service, certify that I have personally examined the land sought to be acquired by the United States from I. G. Gaal, in $E\frac{1}{2}$ of $NW\frac{1}{4}$ sec. 29, T. 33 S., R. 8 E., and in $NW\frac{1}{4}$ of $NE\frac{1}{4}$ sec. 32 and $W\frac{1}{2}$ of $SE\frac{1}{4}$ and $NE\frac{1}{4}$ of $SW\frac{1}{4}$ sec. 29, T. 33 S., R. 8 E., United States Reclamation Service Survey, County of El Paso, State of 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.

THIS IS TO CERTIFY That the land referred to in tax statements accompanying title guaranty dated December 8, 1919, relating to two tracts of land containing 3.43 acres and 5.10 acres purchased from I. G. Gaal under contract with this party dated January 4, 1919, is the land of which the said tracts of 3.43 and 5.10 acres conveyed to the United States in this transaction are a portion, and that, as evidenced by said tax statements and from the best information otherwise available, all taxes due and payable on these tracts of land conveyed to the United States are paid, and that, as evidenced by the title guaranty, there are no liens or encumbrances on said tracts of land conveyed to the United States.

P. DENT

District Counsel.

El Paso, Texas,
March 3, 1920.

We, the undersigned, members of a board designated to fix the value of the land to be purchased from I. G. Gaal by the United States of America for right of way for the El Paso Valley Kesa Drain, Rio Grande Project, described in agreement to sell dated January 4, 1919, find that the fair and reasonable consideration to be paid by the United States is a money payment of \$738.00, and the building of one bridge at a cost of approximately \$275.00.



Representative El Paso Valley
Water Users' Association.



Representative United States
Reclamation Service.

El Paso, Texas,

January 4, 1919.

CERTIFICATE

I HEREBY CERTIFY That the land described in the agreement dated January 4, 1919, with I. G. Gaal, 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, \$738.00, is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

L.M. LAMBSON

Project Manager.

El Paso, Texas.

January 4, 1919.