

710

GUERRA, P. L. et. al.

WARRANTY DEED

131

MESA DRAIN

0023-00~~24~~-0022-00

~~24~~(22) TEXAS

71

THE STATE OF TEXAS,

COUNTY OF EL PASO.

KNOW ALL MEN BY THESE PRESENTS:

That we, P. L. Guerra, a married man, Geroninia L. de Guerra, a widow, Luz G. Escajeda, joined by J. A. Escajeda, her husband, pro forma, Leonor G. Alderete, a widow, Filiberta G. Apodaca, a widow, Ana Guerra and Andres Guerra, ^{single} ^{single} Concepcion C. Guerra, wife of P. L. Guerra, of the County of El Paso, State of Texas, in consideration of the sum of

Six hundred one and 80/100 (\$601.80) - - - - - 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 the United States of America

~~XXXXXX~~ all that certain

tract or parcel of land, lying in the County of El Paso and State of Texas and more particularly described as

A tract of land situated approximately three (3) miles Northwest follows, to-wit: of the town of Ysleta, Texas, in the SW 1/4 of Sec. 15, township 31 South, Range 6 East U. S. Reclamation Service survey, being also in the Ysleta Grant and more particularly described as follows: Beginning at the most westerly corner of the tract of land herein described which is a point on the property line between land of the Grantor herein and Lauro Dominguez, the Southwest corner of said Sec. 15 bearing S. 72°43'17" W. 3288.2 feet from said point; thence N. 65°59'30" E. 163.70 feet along said property line; thence S. 66°51'30" E. 150.5 feet; thence in a southeasterly direction and to the right along a 1502.69 foot radius curve, a distance of 353.25 feet based on 100 foot chords; to a point on the property line between land of the Grantor herein and Willmarth & Edwards, the tangent to the curve at said point bearing S. 53°23'37" East; thence S. 66°35'30" W. 140.6 feet to a point on a 1382.69 foot radius curve, the tangent to the curve at said last named point bearing N. 56°18'24" W. thence in a northwesterly direction and to the left along said curve, a distance of 254.56 feet based on 100.0 foot chords; thence N. 66°51'30" West 261.8 feet to the point of beginning; said tract of land containing one and forty-one (1.41) 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, its successors or

~~XXXXXX~~ 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

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

WITNESS our hand's at El Paso, Texas, this 7th day of September, A. D. 1920.

Witnesses at Request of Grantor
to mark of Geroninia L de
Guerra: M E Flournoy
C F Harvey

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

Geroninia L de Guerra
Luz G. Escajeda
J. A. Escajeda
Andres Guerra
Filiberta G Apodaca
Ana M Guerra
Leonor G Alderete
P L Guerra
Concepcion C Guerra

THE STATE OF TEXAS.

COUNTY OF EL PASO.

BEFORE ME, W O Hamilton a Notary Public

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

personally appeared Geroninia L de Guerra, J. A. Escajeda, Andres Guerra, Filiberta G. Apodaca, Ana M. Guerra, Leonor G. Alderete, P. L. Guerra, and Concepcion C. Guerra,

known to me to be the person S whose nameS are

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

Given under my hand and seal of office, this 7th day of Sept. A. D., 19 20

(SEAL)

W O Hamilton

Notary Public El Paso County, Texas.

THE STATE OF TEXAS.

COUNTY OF EL PASO.

Before me, W O Hamilton

a Notary Public

in and for

El Paso County, Texas, on this day personally appeared Luz Escajeda wife of J A Escajeda

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 Luz G Escajeda 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 7th day of Sept A. D. 19 20

(SEAL)

W O Hamilton

Notary Public in and for El Paso County Texas.

THE STATE OF TEXAS.

COUNTY OF EL PASO.

W. D. Greet

Clerk of the County,

7th

Court of said County, do hereby certify that the above instrument of writing, dated on the day of Sept. A. D. 19 20 with its certificate of authentication, was filed for record in my office this 10th day of December A. D. 19 20 at 9:50 o'clock A. M and duly recorded the 15th day of December A. D. 19 20 at 10:55 o'clock A. M in the records of said County, in Volume 348 on Pages 315

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.
Florence C Rock

By Deputy.

WARRANTY DEED

Single and Wife's Separate Acknowledgment

Filed for record 19

at o'clock M.

Clerk.

County Court, El Paso County, Texas.

Deputy.

By

ELLIS BROS PRINTING CO., EL PASO

THE STATE OF TEXAS, }

COUNTY OF EL PASO.

KNOW ALL MEN BY THESE PRESENTS:

That we, P. L. Guerra, a married man, Geroninia L. de Guerra, a widow, Luz G. Escajeda, joined by J. A. Escajeda, her husband, pro forma, Leonor G. Alderete, a widow, Filiberta G. Apodaca, a widow, Ana Guerra and Andres Guerra, ^{single} ^{single} Concepcion C. Guerra, wife of P. L. Guerra, of the County of El Paso, State of Texas, in consideration of the sum of

Six hundred one and 80/100 (\$601.80) - - - - - 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 the United States of America

~~XX~~ 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 situated approximately three (3) miles Northwest of the town of Ysleta, Texas, in the SW¹/₄SE¹/₄ of Sec. 15, township 31 South, Range 6 East U. S. Reclamation Service survey, being also in the Ysleta Grant and more particularly described as follows: Beginning at the most westerly corner of the tract of land herein described which is a point on the property line between land of the Grantor herein and Lauro Dominguez, the Southwest corner of said Sec. 15 bearing S. 72°43'17" W. 3288.2 feet from said point; thence N. 65°59'30" E. 163.70 feet along said property line; thence S. 66°51'30" E. 150.5 feet; thence in a southeasterly direction and to the right along a 1502.69 foot radius curve, a distance of 353.25 feet based on 100 foot chords; to a point on the property line between land of the Grantor herein and Willmarth & Edwards, the tangent to the curve at said point bearing S. 53°23'37" East; thence S. 66°35'30" W. 140.6 feet to a point on a 1382.69 foot radius curve, the tangent to the curve at said last named point bearing N. 56°18'24" W. thence in a northwesterly direction and to the left along said curve, a distance of 254.56 feet based on 100.0 foot chords; thence N. 66°51'30" West 261.8 feet to the point of beginning; said tract of land containing one and forty-one (1.41) 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, its successors or

~~XXXXXX~~ 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

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

WITNESS our hands at El Paso, Texas, this 7th day of September, A. D. 1920.

Witnesses at Request of Grantor
to mark of Geroninia L de
Guerra: M E Flournoy
C F Harvey

Geroninia L de Guerra *h*
Luz G. Escajeda
J. A. Escajeda
Andres Guerra
Filiberta G Apodaca
Ana M Guerra
Leonor G Alderete
P L Guerra
Concepcion C Guerra

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

Correct as to Engineering Data

El Paso, Texas,
November 20, 1920.

Mr. W. O. Hamilton,
Attorney at Law,
510 Caples Building,
El Paso, Texas.

Dear Sir:

I have taken the matter up with the Pioneer Company to hasten issuance of title certificate for the Guerra property. These people desire to have separate acknowledgement of Concepcion O. Guerra, wife of P. L. Guerra, for her signature to the deed, which is enclosed herewith for this purpose. I explained that this woman joined in the deed where her signature was not necessary to constitute a valid conveyance, as the property was not homestead and was the separate property of her husband, but in spite of my explanations this acknowledgment is insisted upon.

The Pioneer people also wish showing by way of affidavit that the property is not the homestead of P. L. Guerra and to this effect wish this party to declare that his homestead is in some other location, stating where the property is and what it consists of. We understand that Guerra is employed as a salesman or dealer with Sol I. Berg in his clothing business and that he lives in town. Also that if he ever had any property in the valley approaching the status of a homestead, it would be what is known as the old Guerra place, which is on the road just below Forcher's farm. These facts are mentioned in order that you might embody them in a suitable affidavit subject to such modification and further information as Mr. Guerra himself can supply. Also have his affidavit corroborated by some convenient party who is familiar with his family history and land holdings.

Regretting that we must again trouble you in this manner, but feeling assured that the papers as above discussed, if executed with due flourish, will be the means of getting the title certificate, we are

Very truly yours,

P W DEPT

Encl. Executed
Warranty Deed

District Counsel.

El Paso, Texas, September 21, 1920.

Pioneer Abstract and Guarantee Title Company,

El Paso, Texas.

Gentlemen:

Transmitted herewith is abstract No. 9922, together with related papers, including application for title certificate for 1.41 acres of land to be acquired from P. L. Guerra.

P. L. Guerra and his brother, ^{Tomas Guerra} now deceased, acquired this land by a guardian's deed dated March 16, 1911. The latter party died on or about April 5, 1918, and affidavit concerning the heirs is attached. All of these parties joined in the warranty deed dated September 7, 1920, running to the United States. There is also an affidavit as to possession by P. L. Guerra, and since the decease of the said Tomas this possession has been adverse to the heirs, who claim no interest in the land and have not only signed the deed to the United States but have executed a waiver of any claim to the purchase money to be paid.

Please do such extra abstracting work as you find necessary to show this title down to date, and have deed recorded at expense of the Reclamation Service, and the affidavits, if you think this is necessary. As title will remain in the United States and the deed is only for the right of way actually occupied by the drain, you may find it possible to dispense with recording of the affidavits. If you wish copies of these, we shall be pleased to supply same, but must have the originals to forward to the Department.

Very truly yours,

P W DENT

District Counsel.

incls.

W. O. HAMILTON
LAWYER
EL PASO, TEXAS

September,
Nineth,
Nineteen-
Twenty.

Mr. P. W. Dent,
District Counsel,
U. S. R. S.
El Paso, Texas.

Dear Sir:-

Enclosed herewith, you will find papers concerning the purchase of the real property from the Guerra estate, through P. L. Guerra, of this city, by the United States.

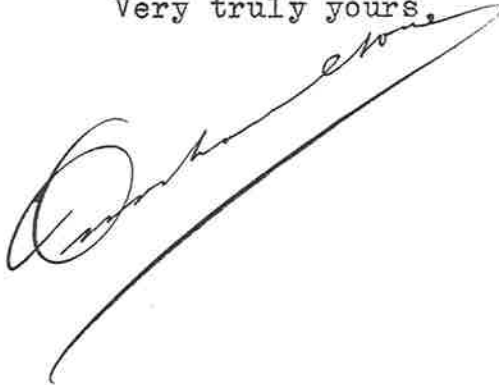
Upon final examination; if there remains any thing futher to do in this connection, will you be kind enough to let me know, and if possible the desired will be done.

I have this day notified Mr. P. L. Guerra, that it will be required ~~of him~~ to pay the taxes that are at this time due for any time past; and I am confident that the same will be attended to, in due time.

If any futher service can be rendered you in the early closing of this matter, let me know.

FR:H.

Very truly yours.

A handwritten signature in dark ink, appearing to be "W. O. Hamilton", written over a long, sweeping horizontal line that extends across the page.

POSSESSORY

AFFIDAVIT

STATE OF TEXAS, }

COUNTY OF EL PASO. }

Before me the undersigned authority this day personally came and appeared P. L. Guerra, 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 postoffice address is El Paso, Texas; that he is the same party who executed a contract with the United States of America dated June 21, 1920, agreeing to convey to the United States a certain right of way containing 1.41 acres of land more or less in the SW $\frac{1}{4}$ SE $\frac{1}{4}$, Section 15, Township 31 South, Range 6 East, U. S. Reclamation Service survey, El Paso County, Texas, being also in the Ysleta Grant and in said contract more fully described; and that prior to and including the date of said contract, for a period of ten years or more, he, affiant, held actual, peaceable, adverse, continuous, exclusive, and hostile possession of the tract of land of which the said described right of way agreed to be conveyed to the United States is a part; the said possession, however, being held jointly with his deceased brother, Tomas Guerra, up to the time of the decease of the said Tomas Guerra which occurred on or about April 5, 1918; said possession being under title, he, affiant, cultivating, using, and enjoying the said entire

tract during said period of possession, and having the said entire tract of land during all of said period of time under fence and thereby segregating from all adjoining lands.

P L GUERRA

Sworn to and subscribed before me this 7th
day of August A. D. 1920.

W O Hamilton

Notary Public in and for El Paso
County, Texas.

My commission expires,

June 1 1921

STATE OF TEXAS, }
COUNTY OF EL PASO. }

Before me the undersigned authority, this day personally came and appeared Cipifianio Telles, 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 postoffice address is El Paso, Texas; that he has read the foregoing affidavit by P. L. Guerra; that he has for a long time, to wit, fifteen years, resided in the neighborhood of the land therein referred to, and during all of said period of residence he has been, to a

greater or less extent, personally familiar with the possession, use, and cultivation of the said described land by the said P. L. Guerra and Tomas Guerra, up to the time of the latter's decease, and that the matters and things stated in the foregoing affidavit in regard to the possession, use, and fencing of the said land, are true to his personal knowledge.

Cipifianio Telles

Sworn to and subscribed before me this 7th
day of September A. D. 1920.

W. O. Hamilton
Notary Public in and for El
Paso County, Texas.

My commission expires,
June 1, 1921.

El Paso, Texas,
July 29, 1920.

Mr. W. O. Hamilton,
510 Caples Building,
El Paso, Texas.

Dear Sir:

In accordance with our telephone conversation of yesterday, there is enclosed herewith a warranty deed running to the Government and an affidavit concerning the family history of Tomas Guerra. The affidavit is to the effect that the mother but not the father of this party is still living and that certain brothers and sisters therein to be named are the relatives and all of the relatives of the said Tomas. We have not inserted in the deed the names of any of the parties who are to be grantors, for the reason that we do not know the name of the mother or brothers and sisters and also for the reason that ~~if this land is, as in any sense, homestead property,~~ we are not clear as to whether the mother and brothers and sisters of Tomas are asserting any beneficial interest in this land. If they are, check in payment will be drawn to all of them, including P. L. Guerra, jointly. If they are not please have them all sign the attached waiver to any claims against the purchase money. We are making this suggestion tentatively while believing that the best method of closing the transaction will be to draw a check to all parties jointly and let them settle their various interests between themselves, as the record title so far as we have it is very clear that there is a beneficial outstanding interest. That is, the United States would hardly feel safe in drawing a check to P. L. Guerra only upon the strength of such informal waiver to the purchase money.

It is our intention to have a title certificate issued by the Pioneer Company covering this right of way and it is probable that this company will want the affidavit as to family history recorded. To

this end the usual form of acknowledgment has been appended to the affidavit and should be acknowledged before a notary in addition to the oath.

There is also enclosed an affidavit as to possession and cultivation which should be sworn to by P. L. Guerra and supported by one corroborative affiant. This affidavit is made necessary by reason of the requirement of our Department, due to the fact that title certificate does not guaranty against adverse possession or conflict of boundaries.

Very truly yours,

P W DENT

District Counsel.

Encls.

Warranty deed.

Affidavit as to family history.

Affidavit as to possession.

All taxes due and payable must be settled in full before the Government can deliver check to the Grantors.

El Paso, Texas,
July 26, 1920.

Mr. P. L. Guerra,
c/o Sol. I. Berg,
El Paso, Texas.

Dear Sir:

The agreement to convey right of way to the Government for Mesa Drain which you recently signed in your individual capacity and as administrator of the estate of Tomas Guerra, your brother, has been approved by our Department and we will today file this instrument for record with the County Clerk. Upon examination of the abstract of title we find that yourself and your deceased brother held the land jointly, and a further examination of the Probate Court records shows that you were appointed as administrator, but that you have no inherent power by reason of this appointment to convey the interest of your deceased brother's estate in any lands. It will, therefore, be necessary for you either to petition the Probate Court for an order to sell, which is a somewhat tedious and expensive procedure, or else furnish us with evidence as to the parties who are heirs of your deceased brother and have them all join in the warranty deed conveying title to the United States, which deed must be executed and delivered before payment can be made for the drainage right of way. With this end in view, kindly call at our office or else write us a letter in detail, stating whether your deceased brother was a married man and if so give the name of his wife and all of his children ^{and state if any of the children} are not twenty-one years of age. In the absence of a wife or children, give the names of all of your brothers and sisters and of your parents if the parents are still living. If all of these parties are not located in this vicinity and easily accessible, kindly state where they may be reached by mail.

As stated above payment cannot be made for the land until these matters are properly attended to, and you will, therefore, appreciate that it is to your interest not to delay action in the matter.

Very truly yours,

P W DENT

District Counsel.

El Paso, Texas.
July 26, 1920.

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

Dear Sir:

Transmitted herewith for official
record is contract between the United States and
P. L. Guerra, dated June 21, 1920.

Very truly yours,

P W DENT

District Counsel.

Encl.

El Paso, Texas,

From Project Manager

To Chief Engineer, Denver.

Subject: Land purchase contract dated June 21, 1920,
with P. L. Guerra, individually and as administrator of Tomas Guerra, deceased--Rio Grande project.

1. Receipt is acknowledged of your letter of July 8, 1920.
2. The report of appraisal board is inclosed herewith.
3. Paragraph 5 of your letter states that your office does not understand why some documentary evidence of authority of P. L. Guerra to execute the contract as administrator is not furnished, and makes reference to paragraphs 11 and 12 at pages 253 and 254 of the Manual. Paragraph 12 quotes the well known rule of law that an administrator without power to sell in a will has no authority to make a contract for the sale or conveyance of land, and that in such case the land descends to the heirs of decedent; also that where there is a will the land goes to the devisees; and adds that under such circumstances the heirs or devisees should all join in the agreement to sell.
4. The reason that documentary evidence of the above nature did not accompany the agreement to sell, is that such evidence does not exist. The probate records to date show merely that Tomas Guerra departed this life an unmarried man, intestate, on or about April 5, 1918; that he and P. L. Guerra were brothers and were joint owners of certain real estate, probably including that to be acquired by the United States; that upon application of P. L. Guerra to be appointed administrator of the decedent's estate, citation was duly issued and proof of same made, appointment as administrator ordered by the court under date of May 15, 1918, and bond of administrator approved May 24, 1918. No evidence of inherent authority for administrator to contract or convey anywhere appears, and no special order of court looking to this transaction has ever been made. Therefore a statement

of these various details is of little substantial value at this stage of our negotiations.

5. The heirs were not joined in the agreement to sell for the reason that, unless we first obtain abstract of title down to date and make formal examination of same, with investigation of family history and any other indicated matters, it cannot be ascertained with certainty who the heirs are. Such procedure without abstract might or might not bring out the essential facts, and, while involving trouble and delay, might therefore prove to be of little or no value in protecting the interests of the United States. It has not, to my knowledge, been the custom to procure abstract prior to approval and recordation of the agreement to sell.

6. In the prosecution of work upon the mess drain it was necessary to have an agreement to sell executed without delay, and to this end we took possession under the best color of right that it was practicable to obtain. It is not intended by any means to make payment without securing adequate conveyance of title running to the United States, this to be supported by title guaranty or else by formal opinion on title by District Counsel and approval thereof in accordance with the regulations. But in this case, as in many others, we were obliged to contract with the party who was in possession of the land and had the best apparent right to deal with it. With the existing average condition of land titles in this vicinity, especially those of Mexican owners and Mexican decedent estates--a condition that has been frequently commented upon--any other course with regard to our acquisition of right of way would mean the indefinite suspension of drainage and irrigation-canal work.

7. The report on land agreement states that P. L. Guerra holds an individual interest in the land and is acting as administrator of his deceased brother's estate, and that these parties formerly held the land in joint ownership. It is apparent from the above that these are the only facts of real value now available. Hereafter, if it will be of assistance to your office, I shall be glad to enter in the report on land agreement some statement to this effect when it is necessary to contract with parties in a representative character.

8. This letter has been written after conferring with District Counsel, and I am satisfied that the interests

of the United States are fully protected.

9. The contract and related papers transmitted with your letter of the 8th are herewith returned.

L H LAWSON

Incls.

Orig. and 4 copies form letter transmittal.
Orig. and 3 copies contract.
Orig. and 1 copy certificate of recommendation.
Orig. and 1 copy report on land agreement.
2 blueprints.
Orig. and 1 copy report of appraisal board.

Copy to Director.

D. C. El Paso.

July 8, 1920

Chief Engineer

Project Manager, El Paso, Texas

Land purchase contract dated June 21, 1920 with P. L. Guerra individually and as administrator of Tomas Guerra, deceased, Rio Grande Project.

1. The contract transmitted for approval with your form letter of July 3 is returned herewith without approval, the following reasons:

2. The amount involved in this contract is \$601.80 which brings the contract within the provisions of paragraph 3, page 251, Volume 1 of the Manual. An appraisal report in duplicate should be furnished as required by the regulation referred to, or an explanation as to its omission should accompany the contract.

3. It is not understood why some documentary evidence of authority of P. L. Guerra to execute the contract as administrator is not furnished for the information of those who are to approve the contract. If there is any good reason for omitting this evidence, please advise, otherwise the same should be furnished. (Paragraphs 11 and 12, pages 253, 4 of Manual.)

4. When the matters referred to have been given proper attention the contract should be returned to this office for further examination.

am:

F. E. Weymouth.

Original and 4 copies of form letter
Original and 3 copies of contract
Certificate of Necessity in duplicate
Report on land agreement in duplicate
Duplicate blue prints.

✓
CC to D.O., El Paso, Tex.

C O P Y

State of Texas, County of El Paso:

BEFORE ME THE UNDERSIGNED AUTHORITY, on this day personally appeared P. L. Guerra, being well known to me, and after being duly sworn deposes and says:

That he is a married man, that he lives in El Paso, Texas, that his place of residence is in Block No. twenty four (24) Sunset Heights Addition, to said city of El Paso, Texas, that the property now occupied by him is his homestead.

And that the property being conveyed by me to the United States of America, is not, and never was occupied by me as a homestead.

This statement is made for the purpose of influencing the said United States of America, to purchase the said property mentioned in a deed from me dated September 7th., A. D. 1920.

P L Guerra Affiant.

Subscribed and sworn to this 26th day of November, A.D. 1920.

(Seal)

W O HAMILTON
Notary Public in and for El Paso
County, Texas.

State of Texas, County of El Paso:

Before me the undersigned authority, on this day personally appeared Joe Escejeda, known to me to be the person whose name is subscribed to the following affidavit, that the matters and statements made by P. L. Guerra, in the foregoing are true and correct.

Subscribed and sworn to, this 26th day of November,
A. D. 1920.

(Seal)

J A ESCEJEDA

W O HAMILTON
Notary Public in and for El Paso
County, Texas.

W. O. HAMILTON
LAWYER
EL PASO, TEXAS

Mr Harvey
c/o M. P. R. A.
El Paso, Tex.

Dear Mr. Harvey

Enclosed find papers in
connections the P. L. Guerra matter.

I trust that the enclosed will prove
to be the necessary, ^{and} if further
hope is required let me know

Yours Truly

W. O. Hamilton

W. O. HAMILTON
LAWYER
EL PASO, TEXAS

Mr Harvey
c/o M. D. R. F.
El Paso, Texas

Dear Mr. Harvey
Enclosed find papers in
connection with the P. L. Guerra matter.
I trust that the enclosed will prove
to be the necessary ^{and} if further
help is required let me know

Yours Truly

W. O. Hamilton

El Paso, Texas, December 21, 1920.

Mr. P. L. Guerra,
Care Sol I. Berg,
El Paso, Texas.

Dear Sir:

We are to-day sending your title papers for mesa drain right of way land purchase to the project office to be vouchered, and payment will follow in due course.

It is our understanding that you wish check to be mailed care of Mr. Hamilton, your attorney, and this will be done unless we hear from you to the contrary.

Your abstract of title (Pioneer No. 9922), and tax receipts, are returned herewith.

Very truly yours,

P W DENT

District Counsel.

incl. abstract.
3 tax receipts.

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

Witnesses:

P. L. Guerra

of _____

In his individual capacity and as
Administrator of Estate of Tomas
Guerra, Deceased.

Vendor.

of _____

The United States of America,

of _____

By **L. H. LAWSON**

Project Manager

U. S. R. S.

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 **P. L. Guerra,**

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. **in his individual capacity and as ad-**

~~I further certify that I did examine the said~~
ministrator of the Tomas Guerra Estate.

~~separate and apart from _____ husband, and explained to _____ the contents of the~~
foregoing instrument, and upon that examination _____ declare 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 **21st** day of **June**, 1920

[SEAL.]

Geo. W. Hoadley

Notary Public

My commission expires **June 1, 1921.**

Approved this _____ day of _____, 191

Comptroller, U. S. R. S.

10. The Vendor expressly warrants that he has employed no third person to solicit or obtain this contract in his behalf or to cause or 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; Provided, however, it is understood that this covenant does not apply to the selling of goods through a bona fide commercial representative employed by the Vendor in the regular course of his business in dealing with customers other than the Government and whose compensation is paid, in whole or in part, by commissions on sales made, nor to the selling of goods through established commercial or selling agents or agencies regularly engaged in selling such goods.

11. In consideration of the premises, the Vendor further agrees, before the money or other consideration herein named shall be paid by the United States, to furnish at his own expense title guaranty certificate issued by a title guaranty company to be designated by the United States, guaranteeing the title to the land herein agreed to be conveyed to be in the United States and otherwise in form acceptable to the United States, or, at the option of the United States, to otherwise show perfect title: Provided, That if the Vendor fails or refuses to furnish such title guaranty certificate within sixty days after notice that this agreement has been approved, or if within such period written request be made by the Vendor, such title guaranty certificate may be procured by the United States at the expense of the Vendor and the cost thereof deducted from the purchase price; and it is understood and agreed between the parties hereto that the United States will bear the expense of any and all abstracts of title which are necessary for the use of the title guaranty company in issuing the title certificate: Provided, That if the Vendor has at his disposal abstract of title, the same shall be loaned to the title guaranty company for its use in issuing title certificate, the United States bearing the expense, if any, of bringing the abstract down to date.

THIS IS TO CERTIFY, With reference to a tract of land containing 1.41 acres, more or less, acquired under contract to sell dated June 21, 1920, with P. L. Guerra, and for which title guaranty was issued by the Pioneer Abstract and Guarantee Title Company under date of December 10, 1920:

That the tax statement contained in the said title guaranty is a true copy of the original tax statement contained in Pioneer Abstract (Supplemental) No. 19999, and relates to the land the portion of which containing the said 1.41 acres the United States has acquired under the above described contract; that taxes for the years 1916, 1917, and 1920, with interest and penalties were paid subsequent to the issuance of the said tax statement, as evidenced by receipts in due form which have been submitted for examination; that the affidavit by P. L. Guerra under date of August 7, 1920 (Exhibit A), relating to the family history of his brother Tomas, the latter now deceased and, according to the county probate records, intestate, with no creditors' claims filed, was secured as evidence of the proper parties to join in the deed conveying title to the United States, the said Tomas being the co-grantee with his brother, the said P. L. Guerra, when the land was acquired by these parties; that these parties were joined as grantors in the deed, under date of September 7, 1920, running to the United States, they being the mother and brothers and sisters of the said Tomas, his father not having survived him (Art. 2461 (2) Tex.Civ.Stats.), and also were joined J. A. Escajeda, husband of the said Luz G. Escajeda, this party being necessary in order to deed wife's separate interest (Art. 4621), and Concepcion C. Guerra, wife of the said P. L. Guerra, who so joined inadvertently but not being a necessary party, as the land is not homestead property (Art. 4621); and that the party in actual interest to whom check in payment should be drawn is the said P. L. Guerra, he evidently having acquired his said brother's (Tomas') interest during the lifetime of the latter, and the other parties named herein not asserting any present interest and having signed a waiver to all purchase money under date of September 7, 1921.

El Paso, Texas,
December 16, 1920.

P W DENT

District Counsel.

The inclos. accompanying this land purchase are as follows:

Orig. agreement to sell dated June 21, 1920.

Warranty deed dated September 7, 1920, with 1 copy and 2 blueprints.

2 affidavits dated August 7, 1920, with copies, one of these relating to family history, and the other the affidavit generally required as to possession.

Possessory certificate and 1 copy. Title guaranty.

Waiver to purchase money and 1 copy. Ex. copy above cert.

See letter Mch. 26-20, Dr to C. Eland pur. from J. W. Johnson.

We have joined in the Warranty deed from Geroninia L. de Guerra, Leonor G. Alderete, Filiberta G. Apodaca, Ana Guerra, Andres Guerra, and P. L. Guerra, to the United States, dated September 7, 1920, for 1.41 acres of land situated in SW $\frac{1}{4}$ of SE $\frac{1}{4}$ sec. 15, T. 31 S., R. 6 E., U. S. Reclamation Service survey, El Paso County, Texas, for the purpose of enabling P. L. Guerra to complete his sale to the United States under contract for this land dated June 21, 1920, and for no other reason, and we expressly waive all claim to any of the sale price named in the said deed and contract.

GERONINA L. de GUERRA (her X mark)
LUZ G. ESCAJEDA

El Paso, Texas,
September 7, 1920.

ANDRES GUERRA
CONCEPCION C. GUERRA
LEONOR G. ALDERETE
ANA M GUERRA
FILIBERTA G. APODACA

Witnesses to mark
of Geroninia L. de
Guerra:

C. F. Harvey.
M. E. Flournoy.

El Paso, Texas, November 27, 1920.

Pioneer Abstract and Guarantee Title Company,

El Paso, Texas.

Gentlemen:

Transmitted herewith is warranty deed dated September 7, 1920, running from P. L. Guerra et al. to the United States, together with affidavit as to this party's homestead. The deed has been duly acknowledged by Concepcion C. Guerra, the wife of P. L. Guerra, as requested by you.

We trust you will now find the papers in form satisfactory for issuance of title certificate.

Very truly yours,

P W DENT

incls.

District Counsel.

Approved May 27, 1910, by the
Secretary of the Interior.DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICETHIS AGREEMENT, made this 21 st day of June

nineteen hundred and twenty, between P. L. Guerra a married man in his individual capacity and as
~~xxx~~ administrator ~~xxxx~~ of estate of Tomas Guerra,
Deceased, of El Paso, El Paso
County, Texas, for himself, his heirs, legal representatives, and assigns, hereinafter styled the Vendor, and The United States of America and its assigns by

L M Lawson Project Manager of the 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 dollar (\$1.00), 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 situated approximately three (3) miles Northwest of the town of Ysleta, Texas in the Southwest quarter of the Southeast quarter (SW1/4SE1/4) of Sec. 15 Township 31 South Range 6 East U. S. Reclamation Service survey, being also in the Ysleta Grant and more particularly described as follows: Beginning at the most westerly corner of the tract of land herein described which is a point on the property line between land of the Grantor herein and Laure Dominguez, the Southwest corner of said Section 15 bearing S. 72°43'17" W. three thousand two hundred eighty-eight and two tenths (3288.2) feet from said point; thence N. 65°59'30" E. one hundred sixty-three and seventy hundredths (163.70) feet along said property line; thence S. 66°51'30" E. one hundred fifty and five tenths (150.5) feet; thence in a southeasterly direction and to the right along a one thousand five hundred and two and sixty-nine hundredths (1502.69) foot radius curve, a distance of three hundred fifty-three and twenty-five hundredths (353.25) feet based on one hundred (100) foot chords; to a point on the property line between land of the Grantor herein and Willmarth & Edwards, the tangent to the curve at said point bearing S. 53°23'37" East; thence S. 66°35'30" West one hundred eighty-and six tenths (180.6) feet to a point on a one thousand three hundred eighty-two and sixty-nine hundredths (1382.69) foot radius curve, the tangent to the curve at said last named point bearing N. 56°18'24" W; thence in a northwesterly direction and to the left along said curve, a distance of two hundred fifty-four and fifty-six hundredths, based on one hundred (100.00) foot chords; thence N. 66°51'30" West two hundred sixty-one and eight tenths (261.8) feet to the point of beginning; said tract of land containing one and forty-one hundredths (1.41) acre more or less; said described land not being homestead property.

not in deed

Correct as to Engineering Data S.M.A.

~~2. In consideration of the premises the vendor further agrees upon receipt of notice that this agreement has been approved on behalf 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.....

.....Six hundred one and 80/100 (\$601.80).....

.....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.

June 21, 1920

7. It is agreed that the vendor may retain possession of said premises until.....

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

herein provided, and may harvest and retain the crops thereon until **June 21, 1920**; 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 by the ~~Comptroller or Director~~ and Chief Engineer of the Reclamation

Service, 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).

REPORT ON LAND AGREEMENT

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

INFORMATION relating to agreement made

June 21

19 **20**, with

P. L. Guerra, married, in his individual capacity and as administrator of the estate of Tomas Guerra, deceased,
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. **1.41 acres in SW $\frac{1}{4}$ SE $\frac{1}{4}$ sec. 15, T. 31 S., R. 6 E., U.S.R.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.

Land is part of Ysleta (Mexican) Grant, and not founded on United States land patent; no United States 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.

P. L. Guerra and Estate of Tomas Guerra, Deceased, latter named party being brother of P. L. Guerra. P. L. Guerra married; wife: Concepcion C. Guerra; address of both, care Sol I. Berg, El Paso, Texas. Land is not homestead property as to any parties in interest. P. L. Guerra and Tomas Guerra formerly held a joint ownership.

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, or if some arrangement has been made with the tenant in case his interest in the land desired for acquisition will be affected.

Owners, P. L. Guerra holding in his individual interest and as administrator of the Tomas Guerra Estate. No tenants, leases, or crop contracts.

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 by virtue of stock-subscription contract with water users' assn. (now District); such right of way not, however, being invoked.

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.*

All land in cultivation. ~~Hexbuilding~~

1.41 acres at \$410	\$578.10
Damage to jacal (sort of wigwam)	23.70
	<u>\$601.80</u>

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; all irrigated; water rights such as are usual in El Paso Valley under Rio Grande project.

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

\$500 to \$700. Very valuable location.

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.

Drain of serious damage to this land holding; but of general benefit to the community.

Dated El Paso, Texas, June 21 1920

(Signature) GEO W HOADLEY

(Title) Field Assistant.
In Charge of Negotiations.

Approved: L M LAWSON

Project Manager.

Inclosures:

Original and 4 copies of form letter of transmittal.

Original and 3 copies of contract

on " " 1 copy certificate of recommendation.

1 copy report on land agreement.

2 blueprints.

Remarks:

INSTRUCTIONS.

1. This form is devised to render unnecessary the writing of various routine letters in reference to contracts. If the agreement submitted is not of the class for approval in Denver (see par. 3a-h, pp. 201-2, Vol. 1 of manual), the chief of construction will forward with his recommendation to Washington for appropriate action.

2. The office in which the contract originates will transmit two (2) copies of this form in excess of the number of offices to be advised of approval or execution. For example, in the usual case where the project manager and district counsel are to be advised, four (4) copies and one (1) original (5 in all) 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. (See par. 41, p. 213, Vol. 1 of manual.) The amount of probable expenditure or collection must also be shown (see par. 11, p. 204, Vol. 1 of manual). 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 and submitted with 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 in the space above.

6. With this form appropriately modified quit claim or donation deeds (see par. 47, p. 265, Vol. I of Manual) shall be transmitted through the Denver Office to Washington for acceptance and filing, a copy of such deed with related papers being furnished for the files of the Denver office.

7. This form appropriately modified should be used to transmit informal earthwork contracts (Specifications Form 7-201) executed in project offices to the Denver office for acceptance with copy of contract and related papers to be forwarded to Washington office by the Chief of Construction.

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

District Counsel

Project **El Paso, Texas.**
(Place)

JUL 21 1920
(Date)

Project Manager to Chief of Construction, thru District Counsel.

Subject: Forwarding for approval contract, date **June 21, 1920.**

With **P. L. Guerra**

Estimated amount involved, **\$601.80** Authority No **6-5**
Accompanied by bond and 2 copies or Clearing Acct

Purpose: **No bond.**

Purchase of 1.41 acres of land for Mesa Drain.
INSTRUCTIONS

Advise Project Manager at **El Paso, Texas.**
(Post office and State)

District Counsel at **El Paso, Texas.**
(Post office and State)

and
execution

of the approval of the above, using extra copy hereof.
Inclosures listed on the reverse

NOTE: Before submitting contract see that the instructions on reverse hereof have been FULLY-complied with. See also par. 16, Page 205, Vol. 1 of Manual.

L. M. LAMBSON
(Signature)

Denver, Colo. **July 21, 1920**

The above described contract and bond, if any, approved
Original contract returned to P. M. for recording.
by **Chas. P. Williams** on **July 19, 1920**
~~Chief of Construction~~
Acting Chief Engineer

Denver, Colo.

Chief of Construction to Director:
It is recommended that the above described contract be
executed
approved and bond if any approved.
Inclosures:

**ORIGINAL CONTRACT TO BE
RETURNED TO PROJECT OFFICE
FOR RECORDATION AND FUL-
THER PROPER ACTION.**

(Signature)

executed Washington, D. C.
Contract approved and bond, if any, approved by
on

The complaint in suit to quiet title -
 Guadalupe Telles, by Macedonio Telles, her guardian,
 and in his individual capacity, vs. Tomas Guerra and
 Pablo Guerra and J. A. Escajeda -

alleges that defendants had been in possession of the
 land since Nov. 23, 1907.

Ascertain if the Guerras have been in actual possession
 (land fenced and under cultivation) since that date; if they
 will make affidavit to this effect; and if not for this length
 of time, what length of time. Also what relation J. A.
 Escajeda bears to the land--why he was made one of the defendants.

Ascertain names of neighbors who can make supporting
 affidavits as to possession referred to above, having
 been in Guerras, and as to relationships and heirs
 of the parties mentioned, if such affidavits become
 necessary.

Cesarino Telles

If either of the Guerras has deeded to the other recently,
 find out of deed has been recorded, and if not obtain same,
 and deal with these parties accordingly in getting con-
 tract signed.

Tomas Guerra

Pablo

*Advise Pioneer that title was quieted
 in Pablo + Tomas Guerra, that Tomas
 has since died, and his estate is now
 in probate. Deed depends upon
 what is shown by abstract of the
 probate proceedings*

Memo. in regard to Pablo and Tomas Guerra land.

Ricardo Telles obtained title by warranty deed dated Jan. 27, 1885, running from Anastacio Guerra and wife. In another part of the abstract it is stated that the heirs of Ricardo Telles are as follows:

Guadalupe Telles
Macedonia Telles
Cesaria Telles de Lopez (wife of Felipe Lopez).

Ascertain if these are all of the heirs, and if not, the names of the others.

Ascertain date when Ricardo Telles died.

Cesaria Telles de Lopez died prior to a deed dated January 22, 1910, running from her husband, Felipe Lopez, et al., to Guadalupe Telles. The other parties joining in this deed as grantors are--

Miguel Lopez
Nacianceno Lopez
Dolorez L. Alderete (feme sole)
Bersabe L. de Dominguez (and her husband, Lauro Dominguez)

Ascertain if these parties, excluding Lauro Dominguez, are heirs of Cesaria Telles de Lopez, and if so, what relation they are to her, and if not, the names of other heirs.

An old deed, dated November 11, 1880 (prior to the corporation deed), runs from Margarita Tapia (wife of Francisco Tapia, deceased), Francisco Tapia Severs Pais (wife of Gregorio Pais), and Apolonia Silves (wife of Antonio Silves) - "heirs of Francisco Tapia", running to Anastacio Guerra, appears in the record.

Ascertain what relation these parties bore to the title.

This matter is not now essential, unless otherwise the history of the title proves it to be so, but an explanation may be in order.

We the undersigned members of the board designated to fix the value of the land agreed to be conveyed by P. L. Guerra, in agreement between this party and the United States dated June 21, 1920, as right of way for the El Paso Valley Mesa Drain, Rio Grande Project, find that the fair and reasonable value of said land is \$601.80.

El Paso, Tex.

4/12-20

Rolan Aswell
Representative of El Paso County
Water Improvement District No. 1.

Geo W Goodley
Representative United States
Reclamation Service.

TO THE U. S. RECLAMATION SERVICE.

I herein present my claim for damages sustained at the time the drainage canal was dug through P. L. Guerra's land, which I rented and had in cultivation at that time.

~~one~~ ^{one} and one fourth ($\frac{1}{4}$) acres more or less was actually taken up by the drainage, one and three fourths ($1\frac{3}{4}$) acres or more was left along this opposite side of main land, making it impossible for me to care for the crops on it in a proper way on account of not having a bridge across canal.

There is three acres or more of good crops that was ruined constituting a total loss to me,

I estimate my losses at \$100.00

to \$125.00

Signed

Marcelo Guerra
mark

Witness ...

POSSESSORY CERTIFICATE.

Rio Grande Project,
El Paso, Texas, June 21, 1920.

I. Geo. 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 P. L. Guerra in the southwest quarter of the southeast quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$) of section 15, township 31 south, range 6 east, U. S. Reclamation Service survey in the Ysleta Grant, 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.

CERTIFICATE.

I HEREBY CERTIFY That the land described in the agreement dated June 21, 1920, with P. L. Guerra, is required for purposes authorized by the Act of June 17, 1902 (32 Stat., 388), namely, as right of way for the Mesa Drain, a part of the Rio Grande project; that the consideration to be paid thereunder \$601.80, is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

El Paso, Texas.

June 21, 1920.

L M LAWSON

Project Manager.