

180
JOHNSON, J. W.

WARRANTY DEED

13/ MESA DRAIN

0023-06-⁷¹-0046-00 11-(46) TEXAS

THE STATE OF TEXAS, }
COUNTY OF EL PASO.

KNOW ALL MEN BY THESE PRESENTS:

That I, J. W. Johnson,

of the County of El Paso, State of Texas, in consideration of the sum of Two hundred and no/100 (\$200.00) DOLLARS,

to me in hand paid by The United States of America, pursuant to the Act of June 17, 1902 (32 Stat., 388) and acts amendatory thereof and supplemental 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,

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

A tract of land in the southwest quarter of the northwest quarter (SW $\frac{1}{4}$ NW $\frac{1}{4}$) Section Thirty-one (31), Township Thirty-one (31) South, Range Seven (7) East, United States Reclamation Service survey and Yeleta Grant, and more particularly described as follows:

Beginning at a point on the property line between land of grantor herein and Dr. J.B.Brady, said property line being the north boundary of land of grantor herein and from which point the northwest corner of said Section 31 bears North 13°10' West, one thousand six hundred twelve and nine tenths (1612.9) feet; thence south 39°48' East, four hundred thirty-one and six tenths (431.6) feet to a point on the property line between land of grantor herein and Dr. J.B.Brady; thence along said property line South 20°04' East, two hundred nineteen and three tenths (219.3) feet to the southeast corner of land of grantor herein; thence along property line between land of grantor herein and said Dr. J.B.Brady South 69°52' West, forty-eight and eight tenths (48.8) feet; thence North 39°48' West, six hundred forty-two and eight tenths (642.8) feet to a point on the property line between land of grantor herein and said Dr. J.B.Brady; thence along said property line, due north twenty-seven and three tenths (27.3) feet to the northwest corner of land of grantor herein; thence along property line between land of grantor herein and said Dr. J.B.Brady North 72°35' East, one hundred ten and nine tenths (110.9) feet to the point of beginning; said tract of land containing one and sixty-four hundredths (1.64) acres, more or less, said land not being homestead property.

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

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

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

WITNESS my hand at El Paso, Texas, this 8th day of December, A. D. 1919.

Witnesses at Request of Grantor

U.S. Int. Rev. S stamp
50 cents affixed and
cancelled.

J W Johnson

THE STATE OF TEXAS, }
COUNTY OF EL PASO.

BEFORE ME, the undersigned authority
a Notary Public in and for El Paso, County, Texas, on this day personally appeared
J W Johnson

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

Given under my hand and seal of office this the 8th day of December A. D. 1919
J T Graney
Notary Public El Paso County Texas

THE STATE OF TEXAS, }
COUNTY OF EL PASO.

BEFORE ME,
in and for El Paso, County, Texas, on this day personally appeared
wife of

known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined
by me privily and apart from her husband, and having the same by me fully explained to her, she, the said
acknowledged such instrument to be her act and deed,
and declared that she had willingly signed the same for the purposes and consideration therein expressed, and
that she did not wish to retract it.

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

THE STATE OF TEXAS, }
COUNTY OF EL PASO.

I, W D Greet Clerk of the County Court
of said County do hereby certify that the above instrument of writing, dated on the 8th
day of Decr A. D. 1919 with its certificate of authentication, was filed for record in my
office this 9th day of Decr A. D. 1919, at 4:00 o'clock P. M. and duly recorded
the 16th day of Decr A. D. 1919 at 10:35 o'clock A. M. in the records of
said County, in Volume 342 on pages 172

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

W D Greet
Clerk, County Court.
By Florence C Rock, Deputy.

TO

WARRANTY DEED

Single and Wife's Separate Acknowledgment

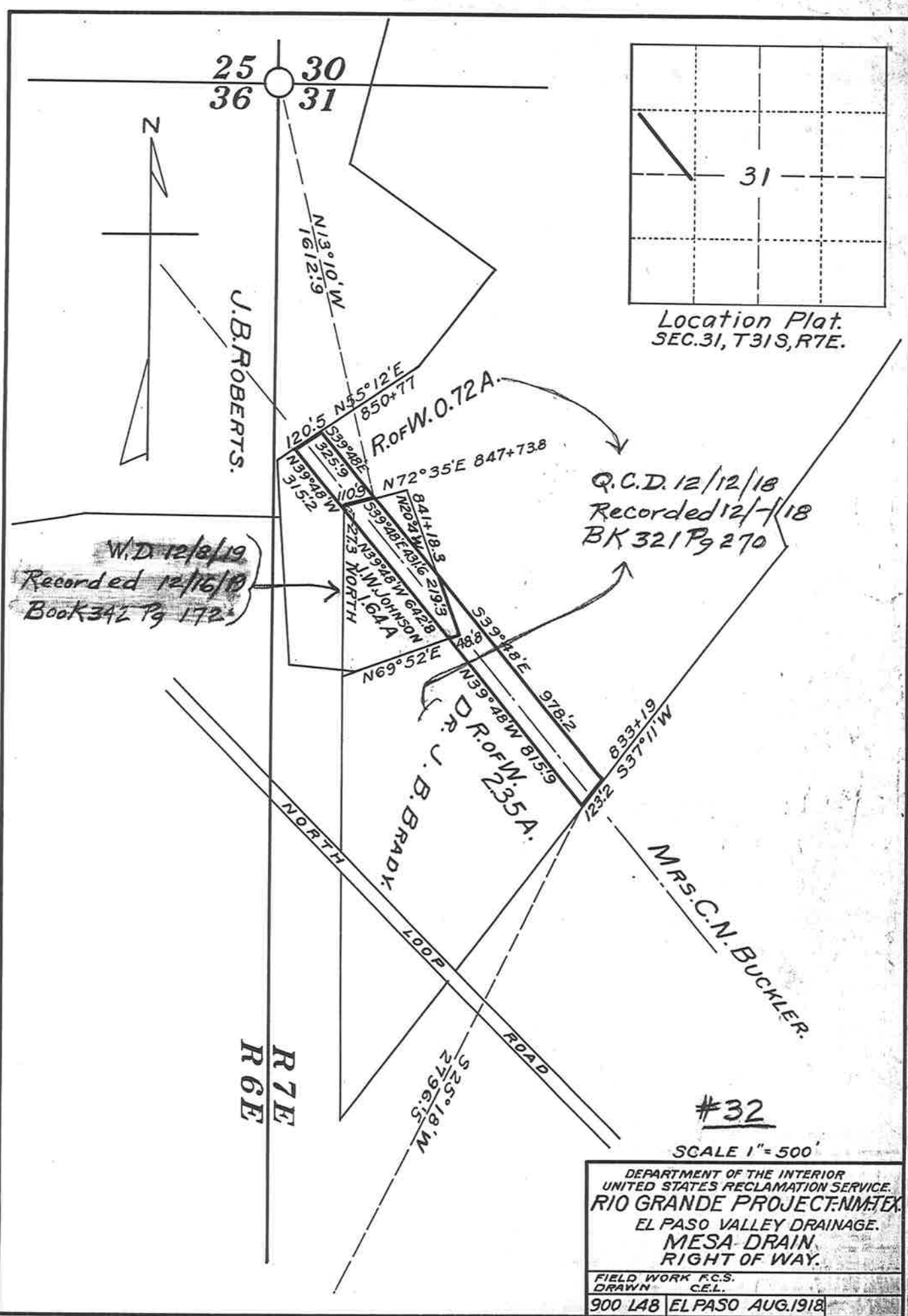
Filed for record 191

at o'clock M.

Clerk, County Court, El Paso County, Tex.

By Deputy.

ELLIS BROS. PRINTING CO., EL PASO



REPORT ON LAND AGREEMENT

DEPARTMENT OF THE INTERIOR UNITED STATES RECLAMATION SERVICE

INFORMATION relating to agreement made

April 12, 1919

191 , with

J. W. Johnson

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. **1.64 acres in southwest quarter of northwest quarter Sec. 31, T. 31 S., R. 7 E., U.S.R.S.**

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.

No United States Public lands in Texas-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.

J. W. Johnson, 4031 Chester St., El Paso, Texas.

Mrs. Johnnie Gardler Johnson, 4031 Chester St., El Paso, Tex

LAND NOT HOMESTEAD PROPERTY.

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-no leases

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

Land not subject to right of way.

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

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 capable of irrigation under Rio Grande project

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

\$125.00 to \$150.00 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.

Drain will be of general benefit to community

The above is a correct statement of the information procured.

April 14, 1919.

Dated

191

Geo. W. Headley

(Signature)-----

Field Assistant.

(Title)-----

In Charge of Negotiations.

Approved:

L. M. Lawson

Project Manager.

Book 296 PAGE 316

THIS AGREEMENT, made this the 12th day of April

nineteen hundred and Nineteen, between J. W. Johnson

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

WITNESSETH:

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

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

A tract of land in the southwest quarter of the northwest quarter
(SW $\frac{1}{4}$ NW $\frac{1}{4}$) Section Thirty-one (31), Township Thirty-one (31) South,
Range Seven (7) East, United States Reclamation Service survey and
Yaleta Grant, and more particularly described as follows:
Beginning at a point on the property line between land of vendor
herein and Dr. J.B. Brady, said property line being the north boundary
of land of vendor herein and from which point the northwest corner
of said Section 31 bears North 13°10' West, one thousand six hundred
twelve & nine tenths (1612.9) feet; thence South 39°48' East, four
hundred thirty-one & six tenths (431.6) feet to a point on the proper-
ty line between land of vendor herein and Dr. J.B. Brady; thence along
said property line South 20°04' East, two hundred nineteen & three
tenths (219.3) feet to the southeast corner of land of vendor herein;
thence along property line between land of vendor herein and said Dr.
J.B. Brady South 69°52' West, forty-eight & eight tenths (48.8) feet;
thence North 39°48' West, six hundred forty-two & eight tenths (642.8)
feet to a point on the property line between land of vendor herein
and said Dr. J.B. Brady; thence along said property line, due north
twenty-seven & three tenths (27.3) feet to the northwest corner of
land of vendor herein; thence along property line between land of
vendor herein and said Dr. J.B. Brady North 72°25' East, one hundred ten
& nine tenths (110.9) feet to the point of beginning; said tract of
land containing one and sixty-four hundredths (1.64) acres, more or
less.

Correct as to Engineering Data
S. W. W.

~~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 - - - - -

- - - - - Two hundred and no/100 (\$200.00) - - - - -

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

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

7. It is agreed that the vendor may retain possession of said premises until April 12, 1919

notwithstanding earlier delivery of the deed as herein provided, and may harvest and retain the crops thereon until April 12, 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 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).

The vendor expressly agrees 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.

4

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

Witnesses :

..... J. W. Johnson
of

..... Vendor.
of

..... J. M. LAWSON
For and on behalf of the United States.
of

of

STATE OF TEXAS }
COUNTY OF EL PASO } ss :

I, Geo. W. Hodley, a notary public

in and for said county, in the State aforesaid, do hereby certify that J. W. Johnson

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

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

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

~~separate and apart from husband, and explained to the contents of the~~

~~foregoing instrument, and upon that examination declared that did
voluntarily sign, seal, and acknowledge the same without any coercion or compulsion, and do
not wish to retract the same.~~

Given under my hand and official seal, this 12th day of April, 1919.

[SEAL.] Geo. W. Hodley

My commission expires June 1st, 1919. Notary Public.

Approved, 191.....

AGREEMENT TO SELL

TO

UNITED STATES.

STATE OF TEXAS }
COUNTY OF EL PASO } ss:

I hereby certify that this instrument was filed

for record at my office at 1:48 o'clock P. M.,

May 27 1919, and is duly

recorded in Book 296 Page No. 314

W. D. Greet, County Clerk

By

Fees, \$

AFFIDAVIT OF DISINTERESTEDNESS.

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

Engineer, U. S. R. S.

Subscribed and sworn to before me at _____

[OFFICIAL SEAL.]

this _____ day of _____, A. D., 191 _____

My com-

mission expires _____

NOTE.—Execute this affidavit only on the copy for the Returns Office, not on original.



INCORPORATED UNDER THE LAWS OF THE STATE OF TEXAS

PIONEER ABSTRACT AND GUARANTEE TITLE COMPANY

CAPITAL \$ 100,000.00

OFFICERS AND DIRECTORS

W.L. TOOLEY, PRESIDENT
Z.T. WHITE, VICE-PRES.
A.G. FOSTER, SECY. & TREAS.
N.H. GILLOT, MANAGER
J.G. McNARY - J.L. MUNDY

LEGAL DEPARTMENT

W.W. TURNEY
WM.H. BURGESS
A.H. CULWELL
ROBT. L. HOLLIDAY
J.M. POLLARD

FIRST NATIONAL BANK BUILDING

EL PASO, TEXAS

Dec. 17, 1919.

Department of the Interior,

United States Reclamation Service,

El Paso, Texas.

Dear sir:

We are enclosing herewith the J. W. Johnson
title certificate, with tax statement attached.

Very truly yours,

THE PIONEER ABSTRACT & GUARANTEE
TITLE COMPANY.

By W. L. Tooley Manager.

enc.

Director

MAR 26 1920

Chief of Construction.

Acquisition of lands - Legal requirements in reference to purchase from J. W. Johnson of land offered under contract dated April 12, 1919 - Rio Grande project.

1. I have the disbursing officer's letter on the above subject dated Mar. 10, 1920. The question as to the sufficiency of the showing with reference to the title to the land under consideration has been submitted to the Chief Counsel, and I am advised by him that the papers enclosed by the disbursing officer show a reasonably satisfactory title, all things considered; and, therefore, the disbursing officer may pay the voucher, transmitting the papers thereafter in the usual way.

2. As pointed out heretofore, it is not required by the Chief Counsel or by any branch of the Washington office that the District Counsel should furnish the certificate mentioned in par. 7 of Mr. Buck's memorandum No. 2, dated Mar. 1, 1920. Too, as heretofore pointed out in reference to tax payments, of course it is desired that where taxes are shown as paid and where the tax officer's showing upon the face of his certificate is insufficient to identify the land with the land being purchased, it is desired that there be a certificate made by some employee of the Service having knowledge of the facts, identifying the tax payments as covering the land sold to the United States.

3. Where the guaranty certificate is used, it is necessary also that the usual possessory certificate should accompany the papers, as does such a certificate in this case; and such a certificate will be the best that can be done upon the question of adverse possession, generally speaking.

4. It is not required that where the title certificates are used, there should be a certificate by the District Counsel stating that the case is similar to the W. R. Toolcy case.

Copy to DC, El Paso
PM. " "

A. P. Davis

Encs.: Title certificate
voucher and carbons
Mr. Buck's memo. of Feb. 24, 1920

Original contract of sale dated Apr. 12, 1919
Copy of Chief Counsel's letters of June 26, 1918
and Apr. 11, 1918
Deed recorded
Blue prints
Guaranty certificate
Possessory certificate
Affidavit as to possession of Oct. 24, 1919
Dent's tax certificate of Feb. 27, 1920

El Paso, Texas, February 27, 1920.

From Project Manager

To Chief of Construction, Denver.

Subject: Purchase of 1.64 acres of land from J. W. Johnson under contract dated April 12, 1919 - Rio Grande project.

1. Receipt is acknowledged of memorandum by Assistant District Counsel Buck, with related papers pertaining to the above described purchase.

2. In accordance with the last paragraph of Mr. Buck's memorandum, this office has obtained from District Counsel Dent the required certificate, which is forwarded herewith together with the papers relating to this land purchase.

3. With regard to the last part of Mr. Buck's memorandum making reference to the W. L. Tooley land purchase, you are advised that it is our understanding that this latter purchase is now of interest only as furnishing an illustration of the complicated titles arising on the Rio Grande project and the large expense involved in purchasing and examining abstracts, all of which rendered the title guaranties much more economical. See letter of February 5, 1920, from Assistant to Director to Chief of Construction; subject: "Special provisions for abstract of title and title insurance certificates, to be used in land purchase contracts on Rio Grande project." This letter grants general authority for the use of title guaranty certificates and makes special provision for the purchase of same, and for the necessary abstracting work, wherever this method of procedure is deemed to be economical and expeditious.

Copy to Dr.
D.C. El Paso.

L M LAMSON

incls. Cert. by D. C. Dent.
Memo. by Asst. D.C. Buck.
Voucher and 3 copies.
Orig. contract.
Copies 2 letters .
Affidavit as to possession.
Possessory certificate.
Mar. deed and 1 copy.
2 b.ps. title guaranty.

El Paso, Texas, February 27, 1920.

From District Counsel

To Chief of Construction, Denver.

Subject: Purchase of 1.64 acres of land from J. W. Johnson, under contract dated April 12, 1919 - Rio Grande project.

1. The Project Manager at El Paso has referred to me the papers in the above described purchase, together with Mr. Buck's memorandum dated February 24, 1920. I have made the required certificate as to taxes and liens or encumbrances, and the same is being returned to your office by the Project Manager with his letter of even date.

2. Further in reference to this certificate, it is desired to call attention to the fact that the title guaranty is purchased with a view to obviating necessity for examination of the chain of title as to liens or encumbrances, and the guaranty company will not issue same unless the title is clear; that is, they have already examined as to encumbrances, and the guaranty, which see, is specific upon this point. In the present instance considerable time has been expended in going over the county records in order that I might be justified in making this personal certificate, as the landowner had obtained his abstracts of title and they were not presently available for this purpose; and it is hoped that this duplication of work will not prove to be the rule in similar cases. So far as I can see, it is entirely unnecessary.

3. With reference to the tax statement, please note that the purchase by the Government is a part of only the 4.84 acres referred to in this statement, and that the supplemental tax receipt under date of January 5, 1920, shows that all taxes thereon were paid up to and including 1919. The other tracts of land mentioned are not concerned in the purchase here made, although in the opinion of the tax collector their inclusion was doubtful and they were accordingly inserted. In all cases this office makes a careful investigation of tax certificates when they appear in either abstracts or title guaranties. We would in all cases like to have no exceptions appear as to unpaid taxes, and with this in view the landowner's attention is called to the fact that taxes must be paid before final settlement can be made by the Government. However, our experience proves that it is impossible always to get the landowner to attend to this matter far enough in

advance that when tax certificate is called for it will show a perfectly clean slate, and if the landowner has not the ready cash he will usually insist on paying on only the tract of which our right of way is a part. When prior attention is not given, it becomes necessary to show later payment by means of a supplemental tax receipt, as in the present case, and also, as in the present case, more recent information often develops the fact that certain tracts of land previously mentioned in the tax certificate do not relate to the Government right of way.

4. We find it impossible to get the tax collector's office to refer his statements to our right of way descriptions, which are by land-office subdivisions that the Service run out in El Paso County and which form no part of the county records. Owners render their lands merely by name, approximate acreages, and sometimes with and sometimes without a Mexican grant survey number, and it is often impossible for one not entirely familiar with all the land dealings of the individual to know to an absolute certainty that money paid for taxes is being applied to the tract of land in which one is interested, especially when the landowner holds a number of tracts and the particular land is involved in a number of underlying titles.

5. I have gone into this matter somewhat at length, in order that your office may understand the local situation in regard to showing as to taxes. As stated above, careful examination will be made in all cases, and, unless there is something apparent from the record to the contrary, your office may rely upon such taxes as are shown to have been paid, or upon the lands described in the tax certificates, as being those in which the United States is interested.

Copy to Dr.

P. M. El Paso.

P W DENT

CFH:MEF

El Paso, Tex.
Jan. 21, 1920.

Mr. J. W. Johnson,
Cambray, N. Mex.

Dear Sir:

We have finally succeeded in getting your warranty deed back from the County Records and are today sending the papers concerning this land purchase to the project office for vouchering, and you should soon be in receipt of voucher. When you receive it sign it and return it to the Project Manager, and check will soon thereafter be forthcoming for the amount of the purchase.

With regard to your abstracts which were used by the Title Guarantee people in issuing the title certificate, we take it that you have gotten back your abstracts and we have not taken a hand in this matter as it is our recollection that you delivered to or ordered the abstracts personally from these people. We are writing you in this regard to the end that if you are not now in possession of the abstracts, you may take immediate steps to secure the same. In the light of past transactions, we advise that you do not delay in this matter as we know that abstracts are extremely susceptible of being mislaid and parties are very apt to ~~quote~~ "the other fellow" *of* ~~as~~ having them. *accuse*

Yours very truly,

~~C. F. Harvey~~

P. W. Dent

~~Asst.~~ District Counsel.

El Paso, Texas, December 15, 1919.

Pioneer Abstract and Guarantee Title Company,
El Paso, Texas.

Gentlemen:


We are returning the J. W. Johnson title certificate,
for the reason that the tax statement has been omitted from
same. Kindly insert the tax statement and return at your
convenience.

Very truly yours,

C F HARVEY

Asst. District Counsel.

incl.



✓ 9-11-19

El Paso, Texas, December 8, 1919.

County Clerk for El Paso County,

El Paso, Texas.

Dear Sir:

Transmitted herewith for official record is warranty deed running from J. W. Johnson to the United States.

Very truly yours,

C F HARVEY

Asst. District Counsel.

incl.

AFFIDAVIT AS TO POSSESSION

STATE OF TEXAS :
: ss.
COUNTY OF EL PASO :

I, J. ~~W.~~ Johnson, do solemnly swear that to my personal knowledge the land described in the contract dated April 12, 1919 made between myself and the United States of America, which land is located in SW $\frac{1}{4}$ of NW $\frac{1}{4}$ sec. 31, T. 31 S., R. 7 E., U. S. R.S. Survey (Ysleta Grant), containing approximately 1.64 acres, 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 six 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; that ^{during} the said period of time, the land has been under fence and in cultivation and that I have paid the taxes thereupon during the whole of said period.

J. W. Johnson

Subscribed and sworn to before me at El Paso,
Texas, this 29th day of November, A.D., 1919.

(SEAL)

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

My commission exp. June 1, 1921.

El Paso, Texas, November 25, 1919.

Mr. J. W. Johnson,
4031 Chester Street,
El Paso, Texas.

Dear Sir:

With reference to our letter of the 11th instant, we have not heard from you upon the matters therein discussed, although the title guaranty company yesterday called on the telephone and advised that they were ready to issue title certificate as soon as the warranty deed running to the Government was recorded. From this we take it that you probably called on the title guaranty people and were able to make satisfactory showing as to your title and possession of the land.

The warranty deed was, we believe, inclosed with our letter of May 19, last, but we do not find that it has been executed and returned. Kindly attend to this matter, and as soon as the deed is on record we will be in a position to call for title certificate and voucher the account.

Very truly yours,

C F HARVEY

Asst. District Counsel.

El Paso, Texas, November 11, 1919.

Mr. J. W. Johnson,
4031 Chester Street,
El Paso, Texas.

Dear Sir:

The Pioneer Title Guaranty people have raised some question as to the possession of the land through which the Reclamation Service has constructed the mesa drain, and in having these people issue their title certificate it will probably be necessary to secure from you an affidavit as to possession somewhat more in detail than the one you have already executed. This will relate to the land which, we understand was formerly in the old river bed, and also as to the fact of the land having been under fence for your period of possession.

If you can come to our office again at your convenience, we will be glad to go over this matter with you and prepare another affidavit, if same proves to be necessary.

Thanking you for the attention you have given this matter, we are,

Very truly yours,

C F HARVEY

Asst. District Counsel.

El Paso, Texas, October 25, 1919.

Dr. J. B. Brady,
305 Two Republics Building,
El Paso, Texas.

Dear Sir:

The Reclamation Service desires to perfect title to right of way for the mesa drain where it runs across land at present in the possession of J. W. Johnson, adjoining your holding to the north and being in the Ysleta Grant. We understand that you assert some title to this land, not apparently of record but by reason of conflict of boundaries or surveys.

Will you kindly advise us as to this, and if you have rights in this land, would you be willing to quit-claim the same to the United States? Otherwise, we would inquire as to when you expected to perfect your title and by what means.

Trusting that you will appreciate our position in desiring to clear up any outstanding interests of this nature and that we may soon be favored with an answer, we are,

Very truly yours,

C F HARVEY

Asst. District Counsel.

AFFIDAVIT AS TO POSSESSION

STATE OF TEXAS :
: ss.
COUNTY OF EL PASO:

I, J W Johnson, do solemnly swear that to my personal knowledge the land described in the contract dated April 12 1919, made between myself and the United States of America, which land is located in SW $\frac{1}{4}$ of NW $\frac{1}{4}$ sec. 31, T. 31 S., R. 7 E., U.S.R.S. Survey, (Ysleta Grant), containing approximately 1.64 acres,
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 6 years immediately preceding and including the date of said contract, and that no person has during any of this period held adverse possession of said described land.

J W JOHNSON

Subscribed and sworn to before me at El Paso, Texas, this 14th day of October, A.D., 1919.

(SEAL)

My commission expires:

June 1 - 1921.

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

OFB:MEF

El Paso Tex.
Oct. 13, 1919.

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

Gentlemen:

Transmitted herewith are applications for title guarantee, your abstract No. 16991, blue-print, and field notes relating to 1.64 acres of land described in agreement to sell between J. W. Johnson and the United States, dated April 12, 1919 recorded in book 296, page 316. We desire to secure title certificate covering this purchase and will have warranty deed executed if you find title good in Mr. Johnson. The consideration to be paid to him is \$200.00 .

Very truly yours,

C. F. Harvey

Asst. District Counsel.

Enc.

El Paso, Tex.
Oct. 13, 1919.

Mr. J. W. Johnson,
4031 Chester St.
El Paso, Tex.

Dear Sir:

You are advised that we are today requesting the Pioneer Abstract and Guarantee Title Company to issue a title certificate for your land, to be acquired for the Mesa Drain. We trust this matter will be accomplished at an early date.

In reference to our letter of July 8th, we note that affidavit as to the possession of this land was sent to you to be executed, but that it has not been returned. This affidavit will be necessary before the papers can be forwarded for payment to you.

We also note that the abstract of title, which you ordered, relates to only 1.64 acres out of Survey No. 89, which is only the canal right of way to be acquired by the Government and not your entire holding. We believe that in view of the fact that this is your abstract and is to be retained by you after this purchase, it is rather unfortunate that you did not order the abstract to apply to your entire holding. We are taking the liberty of suggesting that you had better have the Abstracting Company modify the present abstract so as to cover your entire ranch. This can probably be accomplished at a very small cost, if any, additional to the price of the abstract in the form it has already been prepared.

Very truly yours,

C. P. Harvey

Asst. District Counsel.

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

OFFICE OF
DISTRICT COUNSEL


El Paso, Texas, July 8, 1919.

Mr. J. W. Johnson,
4031 Chester Street,
El Paso, Texas.

Dear Sir:

Under date of May 19 we addressed a letter to you requesting the loan of your abstract of title for land taken for the Mesa drain, in order that title guaranty might issue after examination of the abstract. We also requested that you execute an affidavit of possession relating to this land. Kindly answer our letter at your early convenience, as we desire to close this transaction as soon as possible.

Very truly yours,

P. W. Dent 
District Counsel.

*Jones + Jones, are making up
the abstract and as soon as
they get it finished will turn it
over to you*

Yours Truly
William Jones

El Paso, Texas,

May 19, 1919.

County Clerk,

El Paso, Texas.

Dear Sir:

Transmitted herewith for official record is agreement to sell dated April 12, 1919, between J. W. Johnson and the United States of America.

Yours very truly,

Respectfully,
J. W. Johnson

Enc 1.

District Counsel.

El Paso, Texas,
May 19, 1919.

Mr. J. W. Johnson,
4031 Chester Street,
El Paso, Texas.

Dear Sir:

We have received approval by our Department of your contract dated April 12, 1919, whereby you agreed to convey a tract of land for Mesa Drain right of way.

It is the intention of the United States to order a title guaranty for this land and in this connection we desire to secure the loan of your abstract of title for the use of the Pioneer Abstract Co. in getting out the title guaranty. This is only a temporary loan and we will be responsible for your abstract and see that it is promptly returned to you. It is, however, essential that we have an abstract for the Guaranty Company to use.

Also, as the title guaranty does not cover adverse possession or boundary disputes, we desire to secure your affidavit as to possession and a form to be executed by yourself for this purpose is enclosed herewith. You will note that we have left blank the space wherein the number of years you have been in possession are to be indicated, and you will please fill in ten years, if possible, or at least five years as the fact may be. You will note that the certificate reads to the effect that it is not your own actual possession but that of your predecessors in title with which you may be familiar.

Transmitted herewith is a warranty deed, which you will please execute, having your wife also join in same and return to this office. A 50¢ internal revenue stamp will be required on this deed, which it is customary for the grantor to supply.

Upon return of the deed and the issuing of title guaranty, you will be called upon to sign a voucher and then payment will be made by the local fiscal agent for the amount due you.

Yours very truly,
PMDent by CFH

Enc 2.

District Counsel.

POSSESSORY CERTIFICATE

Rio Grande Project,
El Paso, Texas, May 19, 1919.

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 J. W. Johnson, in the SW $\frac{1}{4}$ NW $\frac{1}{4}$ Sec. 31, T. 31 S., R. 7 E., U.S.R.S. Survey, El Paso County, 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 agreement dated April 12, 1919, with J. W. Johnson 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, \$200.00, is reasonable, and the lowest that could be obtained; and I recommend that the contract be approved.

El Paso, Texas,
April 14, 1919.

V. H. LARSON

Project Manager.

CANAL Mesa River COUNTY El Paso

1. Mailing address of each party I W Johnson
4031 Chester St City
2. List of improvements (state, as by itemized statement, how total consideration was fixed):
Cultural Ed Land 71st Homestead
3. Interest held by each party joined in contract, other than owner or wife of owner, as "Joint ownership", "Lessee", or "Lienor", and if lienor, state such facts as may be gathered from owner as to date, amount and quality of encumbrance:

4. Survey number of tract (if not embodied in land description):
_____. If no survey number is available, state item in tax records: Item (under whose name assessed and line number in assessment book): _____: Acreage _____;
assessed at \$ _____: Other available information: _____
5. Grantor agrees Service may order title guaranty and ~~make deduction therefor.~~ at expense of service
Grantor will order title guaranty.
Grantor agrees that Service may order abstract of title and make deduction therefor.
Grantor will order abstract of title.
Grantor states that taxes are paid to date.
Grantor will pay taxes now unpaid.
Grantor wishes Service to pay taxes and make deduction therefor, and will furnish this office with bill of unpaid taxes at once.
Grantor states that land is now encumbered (as per item No. 3), and will at once take steps to remove the encumbrance.
Grantor states that land is now encumbered (as per item No. 3), and wishes Service to pay off encumbrance and make proper deduction therefor. (In case this is to be done grantor will have to consult personally with the lienor).
6. Cost of structures to be built by Service.

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

El Paso, Texas. APR 18 1919, 19

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

Subject: Forwarding contract for approval.

Agreement dated April 12, 1919

Rio Grande

Project

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

With J. W. Johnson

Estimated amount involved, \$ 200.00

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 Council

at El Paso, Texas.

of the approval of the above

Enclos:

Orig. & 3 copies contract

Orig. & 1 copy Cert. of Recommendation

Orig. & 1 copy Report on Land Agreement

Two blueprints

L.M. Lawson

Project Manager.

Denver, Colo., April 23, 1919.

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

Inclosures:

Orig. & 3 copies of form letter,

" 2 copies of contract,

" certificate of necessity,

" report on land agreement,

1 Blue print.

F. E. Weymouth.

Chief of Construction.

Washington, D. C., MAY 13 1919

Contract (and bond, if any,) was approved by

MORRIS BIEN

Assistant to the Director

on MAY 13 1919

Original enclosed to PM for record,
and return to Washington office.

APR 28 '19 95255