

180

KELLOGG, C. E. et. ux. Laura E.

WARRANTY DEED

131

MESA DRAIN

0023-0083-0021-00

17-(21) TEXAS

181

THE STATE OF TEXAS,

COUNTY OF EL PASO.

KNOW ALL MEN BY THESE PRESENTS:

That I, C. E. Kellogg,

and Laura E. Kellogg,
husband and wife

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

Four hundred eight and 0/100 (\$408.00)

DOLLARS,

to us in hand paid by The United States of America,

the receipt of which is hereby acknowledged
 ha ~~we~~ Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said
 The United States of America

~~of said tract~~ ~~land~~ ~~of~~, all that certain
 tract or parcel of land, lying in the County of El Paso and State of Texas and more particularly described as
 follows, to-wit: A tract of land about 1 1/2 miles southeast of the town of Clint,
 Texas, in the S 1/4 sec. 1 and NE 1/4 sec. 12, T. 33 S., R. 7 E., United States
 Reclamation Service survey, said tract of land being described as follows:
 Beginning at the southeast corner, from which the northeast corner of said
 sec. 12 bears north 32° 6' east 2982.4 feet; running thence north 38° 5' west
 264 feet; thence north 22° 19' east 184 feet; thence north 2° 0' west
 595.6 feet; thence north 22° 25' east 831.2 feet; thence north 45° 19' east
 41.6 feet; thence north 22° 59' east 170 feet; thence north 10° 30' east 210
 feet; thence north 26° 36' west 244 feet; thence north 30° 11' west 260 feet
 thence north 53° 53' west 362 feet; thence north 61° 28' west 80 feet; thence
 north 70° 10' west 955 feet; thence south 85° 55' west 103.3 feet; thence
 north 74° 33' west 318.9 feet to the northwest corner, from which the south
 west corner of said sec. 1 bears south 70° 58' west 2217.5 feet; thence
 north 77° 14' east 254 feet; thence south 74° 33' east 559.5 feet; thence
 south 69° 52' east 569.9 feet; thence to the right on a curve of 1015.4
 feet radius 766.3 feet measured on 100-foot chords; thence south 26° 47' east
 172.9 feet; thence to the right on a curve of 470.3 feet radius 403
 feet, measured on 100-foot chords; thence south 22° 25' west 871.9 feet;
 thence south 3° 35' west 1095.8 feet, to the point of beginning; said
 tract of land herein described containing 13.6 acres, more or less; all
 of which is not homestead property;

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

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

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

WITNESS our hands at El Paso, Texas, this 23rd day of

July A. D. 1918.

Witnesses at Request of Grantor

C. E. KELLOGG

LAURA E. KELLOGG

THE STATE OF TEXAS,

COUNTY OF EL PASO.

a Notary Public

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

BEFORE ME, J Harry Henderson

C E Kellogg

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 23rd day of July A. D. 1918

J HARRY HENDERSON

Notary Public El Paso County Texas

THE STATE OF TEXAS,

COUNTY OF EL PASO.

A Notary Public

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

BEFORE ME, J Harry Henderson

Laure E Kellogg

wife of

C E Kellogg

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

Laure E Kellogg

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 23rd day of July A. D. 1918

J HARRY HENDERSON

Notary Public El Paso County Texas

THE STATE OF TEXAS,

COUNTY OF EL PASO.

I, W D GREGG

of said County do hereby certify that the above instrument of writing, dated on the 23

day of July, A. D. 1918, with its certificate of authentication, was filed for record in my

office this 26 day of July, A. D. 1918, at 8:10 o'clock A. M. and duly recorded

the 29 day of July, A. D. 1918, at 1:25 o'clock P. M. in the records of

said County, in Volume 323 on pages 580

Witness my hand and the seal of the County Court of said County, at office in El Paso, Texas, the day

W D GREGG

Clerk, County Court.

I H Woodward

By Deputy.

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.

CERTIFICATE

I HEREBY CERTIFY That the land described in attached agreement dated November 30, 1917, with C. E. Kellogg is necessary for purposes authorized by the Reclamation Act, viz: for right of way for the El Paso Valley Mesa Drain, Rio Grande Project, New Mexico-Texas. In my opinion the consideration agreed upon is reasonable and I recommend that the contract be approved.

L. M. LAWSON,
Project Manager.

El Paso, Texas.
December 1, 1917.

THIS AGREEMENT, made this 30th day of November
nineteen hundred and ~~seventeen~~, between C. E. KELLOGG

~~and~~ ~~of~~ ~~the~~ ~~County~~ 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 situated about one and one-half miles South-
east of Clint, Texas, in the South half($S\frac{1}{2}$) of Section one(1) and the
Northeast quarter($NE\frac{1}{4}$) of Section twelve(12), Township thirty-three(33)
South, Range seven(7) East, of the U.S. Reclamation Service Survey, said
tract being described and bounded as follows: Beginning at the South-
east corner from which the Northeast corner of said Section twelve(12)
bears North $32^{\circ} 6'$ East two thousand nine hundred eighty-two and four-
tenths(2982.4)feet, running thence North $38^{\circ} 5'$ West two hundred sixty-
four(264)feet; thence North $22^{\circ} 19'$ East one hundred eighty-four(184)
feet; thence North $2^{\circ} 0'$ West five hundred ninety-five and six-tenths
(595.6)feet; thence North $22^{\circ} 25'$ East eight hundred thirty-one and
two-tenths(831.2)feet; thence North $45^{\circ} 19'$ East forty-one and six-
tenths(41.6)feet; thence North $22^{\circ} 59'$ East one hundred seventy(170)
feet; thence North $10^{\circ} 30'$ East two hundred ten(210)feet; thence North
 $26^{\circ} 36'$ West two hundred forty-four(244)feet; thence North $30^{\circ} 11'$ West
two hundred sixty(260)feet; thence North $53^{\circ} 53'$ West three hundred
sixty-two(362)feet; thence North $61^{\circ} 28'$ West eighty(80)feet; thence
North $70^{\circ} 10'$ West nine hundred fifty-five(955)feet; thence South 85°
 $55'$ West one hundred three and three-tenths (103.3)feet; thence North
 $74^{\circ} 33'$ West three hundred eighteen and nine-tenths(318.9)feet to the
Northwest corner from which the Southwest corner of said Section one
(1) bears South $70^{\circ} 58'$ West two thousand two hundred seventeen and
five-tenths(2217.5)feet; thence North $77^{\circ} 14'$ East two hundred fifty-four
(254)feet; thence South $74^{\circ} 33'$ East five hundred fifty-nine and five-
tenths(559.5)feet; thence South $69^{\circ} 52'$ East five hundred sixty-nine and
(Description continued on Sheet No.1 hereto attached & Made a part hereof)

Sheet No.1.

nine-tenths(569.9)feet; thence to the right on a curve of one thousand fifteen and four-tenths(1015.4)feet radius seven hundred sixty-six and three-tenths(766.3)feet measured on 100-foot chords; thence South 26° 47' East one hundred seventy-two and nine-tenths (172.9) feet; thence to the right on a curve of four hundred seventy and three-tenths(470.3) feet radius, four hundred three (403)feet measured on 100-foot chords; thence South 22° 25' West eight hundred seventy-one and nine-tenths(871.9)feet; thence South 3° 35' West one thousand ninety-five and eight-tenths (1095.8)feet to the point of beginning; said tract containing thirteen and sixty-hundredths(13.60)acres more or less.

9a. Where the operations of this contract extend beyond the current fiscal year it is understood that the contract is made contingent upon Congress making the necessary appropriation for expenditures thereunder after such current year has expired. In case such appropriation as may be necessary to carry out this contract is not made, the contractor hereby releases the United States from all liability due to the failure of Congress to make such appropriation.

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

Witnesses :

..... C. E. KELLOGG
of

..... Vendor.
of

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

STATE OF Texas }
COUNTY OF El Paso } ss :

I, R. C. Walshe, a Notary Public

in and for said county, in the State aforesaid, do hereby certify that C. E. Kellogg
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. 7.

Given under my hand and official seal, this 30th day of November, 191.....

[SEAL.]

June 1st, 1919.

Notary Public

My commission expires

Approved, 191.....

REPORT ON LAND AGREEMENT

DEPARTMENT OF THE INTERIOR UNITED STATES RECLAMATION SERVICE

INFORMATION relating to agreement made

November 30,

191 **7**, with

C. E. KELLOGG

for the purchase of land required for **right of way, El Paso Valley Mesa Drain.**

purposes,

Rio Grande

Project,

El Paso

County,

Texas.

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

13.6 acres. (For description, see agreement herewith)

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.

San Elizario Grant.

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

C. E. Kellogg, 1420 North Florence st., El Paso, Texas.

Vendor is a married man. Land conveyed is 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.

C. E. Kellogg

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.

6. State how much of the land is under cultivation, and how much is not cultivated but is capable of being brought under cultivation, as well as the general character of such land and the character of crops produced upon the cultivated portion; also the condition and kind of improvements, if any. Give a detailed estimate of the value of all important improvements on the land, such as buildings, etc.

None under cultivation. Old river bed.

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.

None of the land is irrigated.

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

\$30 to \$50 an 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.

Other portions of the tract will be benefited by drain.

The above is a correct statement of the information procured.

Dated **December 5,** 191**7.**

GEO. W. HOADLEY
Field Assistant ~~in Charge~~

Approved:

L. M. LAWSON,
Project Manager

Engineer.

El Paso, Texas, August 6, 1916.

Mr. C. E. Kellogg,
1420 North Florence Street,
El Paso, Texas.

Dear Sir:

Referring to your contract to convey land to the United States for the mesa drain, you are advised that we have received your deed and placed the same on record, and this morning we are in receipt of the title guaranty. There is still the matter of taxes, which must be paid up to date before the United States can make payment to you under the agreement. There is the sum of \$5 due for 1909, with penalties, and also, the 1917 taxes are not paid. Please submit evidence that you have paid these taxes. With this accomplished and the return of the deed from the recorder's office, we will be in a position to make payment to you.

Very truly yours,

C F HARVEY

Assistant District Counsel.

MACO STEWART
PRESIDENT

J. E. QUAID
ATTORNEY



TITLE GUARANTY

COMPANY

Offices

OF TEXAS

Houston - Dallas - Galveston - San Antonio - El Paso

El Paso, Texas,
Aug. 5th. 1918.

P. W. Dent, Esquire.
% United States Reclamation Service,
El Paso, T e x a s.

Dear Sir:-

We are herewith returning you two (2) abstract with reference to the C. E. Kellogg deal.

Also we are inclosing our Title Guaranty covering said property, same to be delivered after the performance of the following:-

FIRST: We note that the Deed is signed by Mr. Kellogg and that he asserts that no part of the property is his homestead. We wish that you would either find out the fact about this before delivering the guaranty to him, or notify us and we will see if we can find out the facts.

SECOND: The Abstract shows about \$5.00 taxes due for 1909, which with penalties would probably be double that amount. The abstract also shows that the taxes for 1917 are not paid. We advise to pay these before closing the deal, or to hold out \$50, which will amply pay the taxes and leave a balance to be turned over to Mr. Kellogg, later.

With best wishes, we remain,

Yours truly,

JEQ/1.

"IT IS BETTER TO BE SAFE THAN SORRY!"

*Goodley advise
that Kellogg
home in
Floresco St.*

El Paso, Texas, July 24, 1918.

County Clerk for El Paso County.

El Paso, Texas.

Dear Sir:

Transmitted herewith for official record is warranty
deed dated July 23, 1918, running from G. E. Kellogg and
wife to the United States.

Very truly yours,

P W DENT CFH

District Counsel.

incl.

CK

El Paso, Texas, July 19, 1918.

Mr. C. E. Kellogg,
1420 North Florence Street,
El Paso, Texas.

Dear Sir:

Pursuant to your request of this afternoon, we are asking the Stewart Title Guarantee Company to prepare a title guaranty covering the transfer of right of way to the United States. Inclosed is warranty deed which you will please execute and return. This will be placed on record at once, in order that it may support the title guaranty. Please do not forget the internal revenue stamps required, which in this case will amount to \$0.50.

Very truly yours,

P W DENT CFE

District Counsel.

incl.

El Paso, Texas, July 19, 1918.

Stewart Title Guarantee Company,

El Paso, Texas.

Gentlemen:

Inclosed is copy of warranty deed which we are to-day calling upon C. E. Kellogg to execute, together with a blueprint showing the location of the land described with reference to adjoining owners. Kindly prepare a title guaranty for the land to be conveyed. You are requested to return copy of deed and the blueprint when you have finished with them.

This office holds abstract of title to this land, and also an abstract to land now belonging to the K. F. Bowington estate, adjoining, which may be of service to you in connection with the present title guaranty. If you wish to use these abstracts, we will be pleased to deliver them to you.

Very truly yours,

P F DENT CFH

District Counsel.

2 incls.

El Paso, Texas, June 27, 1918.

Mr. C. E. Kellogg,
1420 North Florence Street,
El Paso, Texas.

Dear Sir:

Referring to letter from this office to you under date of January 14, 1918, in reference to use of abstract of title to Elisabeth Bowington land, which adjoins your holding, which abstract of title was to be used in connection with examination of your title through some arrangement with Miss Prouse, formerly in this office, you are now advised that we are in receipt of the abstract for the Bowington land and have begun examination of that title. We are not certain just what arrangement you were to make with Mrs. Bowington for use of her abstract, hence advise you as above, in order that you may state your pleasure in the matter.

Very truly yours,

E W DENZ CMH

District Counsel.

El Paso, Texas, Jan.14, 1918.

Mr. C. E. Kellogg,

1420 North Florence st.,

El Paso, Texas.

Dear Sir:

Your agreement to sell certain land to the United States for right of way - El Paso Valley Mesa Drain ~~p~~ was approved January 7, 1918.

When you have adjusted the matter of the abstract with Mrs. Bowington and filed same with us, it will be forwarded to our Examiner at Los Angeles for examination, and if title is found to be satisfactory, a deed will be sent you for execution.

Very truly yours,

Asst. District Counsel.

El Paso, Texas, Dec.26, 1917.

From Asst.District Counsel, A. B. Preuss,
To District Counsel in Charge, Denver.
Subject: Contract of Nov.30, 1917, with C. E. Kellogg - purchase of land for right of way, El Paso Valley Mesa Drain, Rio Grande Project.

1. Reference is made to letter of the Chief of Construction to the Project Manager, dated December 24, 1917, concerning blue prints to accompany the above described contract.

2. In compliance with request noted in said letter, two blue prints covering right of way referred to in said contract, are herewith inclosed.

- - - -

Denver, Colo. Dec. 24, 1917.

Chief of Construction

Project Manager, El Paso, Texas.

Contract of Nov. 30, 1917 with C.E. Kellogg, -purchase of land for right of way, El Paso Valley Mesa Drain, -Rio Grande project.

1. Reference is made to letter of December 20, 1917, from the Acting Director to this office, copy of which was sent to you.

2. Please forward to this office a copy of the blue print in duplicate, one of which will be sent to the Washington office and the other filed with copy of the Kellogg contract here.

3. In this connection please note that although your form letter dated December 1, 1917, transmitting this contract, shows blue prints were enclosed, no copies of the blue print were received in this office.

CC--D.C. El Paso, Texas. ✓

F. E. Weymouth.

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

~~El Paso, Texas, December 1~~, 1917.

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

Subject: Forwarding contract for approval.

Agreement dated **November 30, 1917.** **Rio Grande**

Executed by **L. M. LAWSON, Project Manager.**

With: **C. E. KELLOGG.**

Estimated amount involved, \$408.00 (See Gen'l Order No. 124)

Purpose of agreement: **Purchase of land for right of way, El Poso Valley Mesa Drain.**

Authority No.6.

Original and one copy of bond herewith. (Strike out if no bond transmitted.)

Advise Chief of Construction, Denver, Colorado, and Project
Manager at El Paso, Texas 7

and District Counsel at El Paso, Texas.
of the approval of the above.

Inde.

Orig. & 4 copies contract.

Cert. P.M.

Report on Land Agreement

Blue Prints.

L. M. LAWSON,
(Signature.)

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

Approved by *Morris Bien, Acting Director, U.S.R.S.*

Date of approval 14th Feb 1918

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

Original enclosed for record *b P. M.*

Morris Men's Spring Suits, U.S.A. \$1000

DEC 18 17 74629

6-4532

Respectfully transmitted to Director,
Washington, for approval.
Encs: 1 Orig. & 3 copies of Am. letter.
1 " " & 2 " of agreement.
1 " Report on land agreement.
1 " Certificate of necessity.

DAVEY, COLO. Dec. 12, 1917.

2.5.0 month

El Paso, Texas, Oct. 11, 1917.

The County Clerk,
El Paso, Texas.

Dear Sir:

Herewith is inclosed for recordation and
return quit claim deed from Mrs. Elizabeth Bowington
et al to the United States for right of way El Paso
Valley Mesa Drain.

Very truly yours,

Asst. District Counsel.

This is to certify, with reference to taxes due upon land described in agreement dated November 30, 1917, with C. E. Kellogg, that upon personal inquiry at the office of the El Paso County Tax Collector, I was informed that all taxes now payable were paid up to date, but that a supplemental assessment was to be made against the land as shown by the attached statement.

The Kellogg land is part of the Bowington estate, and the tract conveyed to Kellogg, which conveyance was made only shortly before Kellogg deeded to the United States, lies between Surveys 4 and 102 of the San Elizario Grant and the river. As to taxes, this "River Tract" was only recently granted by the San Elizario commissioners, and it appears that the land is not yet in shape on the tax rolls so that payment of taxes may be received.

C F HARVEY

Assistant District Counsel.

El Paso, Texas,
August 15, 1918.

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

WASHINGTON, D. C.

NOV 23 1918

From Chief Counsel

To District Counsel, El Paso, Texas.

Subject: Voucher No. 423, f.y. 1919, L. S. Kennicott - Rio Grande Project,
New Mexico.

1. I have examined Mr. Harvey's certificate regarding taxes dated August 15, 1918, which he has attached to the statement from the office of the tax collector about which I wrote you in my letter of Nov. 5, 1918 and which statement and certificate Mr. Harvey returns with his letter of Nov. 9, 1918. This certificate I regret to say is not fully satisfactory, as it is indefinite. But as there seems to be a reasonable certainty that the tax for which the United States could become liable is at least comparatively small, I shall send the voucher and related papers, as far as they are before me, to the Auditor.

Walter B. King

El Paso, Texas, November 9, 1918.

From Assistant District Counsel

To Chief Counsel, Washington.

Subject: Voucher No. 423, fiscal year 1919, L. S. Kennicott - Rio Grande project.

1. Receipt is acknowledged of your letter of November 5.

2. The tax statement was forwarded to make a showing as to the condition of taxes, which is that all taxes are paid, except \$4.31 for the years 1909 to 1917, "to be supplemented on collector's rolls," as stated on the tax statement. I had a note on this statement, which does not appear to have been received by your office, as follows:

"The Kellogg land is part of the Bowington estate, and the tract conveyed to Kellogg, which conveyance was made only shortly before Kellogg deeded to the United States, lies between Surveys 4 and 102 of the San Elizario Grant and the river. As to taxes, this "River Tract" was only recently granted by the San Elizario commissioners, and it appears that the land is not yet in shape on the tax rolls so that payment of taxes may be received."

3. In other words, at the time the deed passed title to the United States the assessment was not in such shape that it could be received by the tax collector. As to whether or not the amount would be lien against the United States, I cannot say at present writing and am not now taking the time to go at length into the matter.

4. This office appreciates the value of your suggestion that in view of the small proportionate interest involved the hold-back of \$5 might well be recommended to be paid, and such recommendation is here made.

5. In reference to your suggestion above referred to, we are laboring under some strict precedents which have had influence on possible small interests not being technically cleared up in the land titles. For instance, in another recent land purchase the Examiner recommended a hold-back

which was for a one-tenth interest of two minor heirs where the right of way taken was for about one-eighth part of a small ranch. That is, the interests of the United States and two Mexican children could possibly conflict only to the extent of about a one-eightieth part of a total land value, and where the history of the title is shown to be somewhat of a possessory nature and where the parties concerned had been very lax in perfecting a record showing as to their various interests, which is so often the case where the owners are Mexicans and where they rely upon the good will of their relatives rather than the law to protect whatever interest they care to assert.

C F HARVEY

(In absence of Mr. Dent.)

incl.

(tax statement, with certificate of explanation)

(See Mexico Madrid
Mesa Drain
for above ref. as to
former settlement)

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

WASHINGTON, D. C.

NOV - 3 1918

From Chief Counsel

To District Counsel, El Paso, Texas.

Subject: Voucher #423, fiscal year 1919, L. S. Kennicott.

1. Among the papers attached to Voucher 423, fiscal year 1919, L. S. Kennicott, in favor of C. E. Kellogg in the sum of \$393.00, I find the enclosed tax collector's statement. It appears from this statement there is apparently due against the land, part of which the Government is acquiring from Kellogg, from the year 1909 to the year 1917, taxes in the amount of either \$4.31 or \$431.00. If the latter sum be the amount of taxes due, it should be paid. If the sum be \$4.31, and that is the only tax outstanding against the 17 acres of which the Government is acquiring only a small part, that fact should appear and there should be a recommendation that this amount, in view of its size, be waived. At any rate, the certificate required by our practice in reference to taxes should be furnished.

2. The voucher will be held awaiting further report.

Enc.

Willis King

POSSESSORY CERTIFICATE.

Rio Grande Project,
El Paso, Texas, July 23, 1918.

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 C. E. Kellogg and wife, in SE $\frac{1}{4}$ sec. 1 and NE $\frac{1}{4}$ sec. 12, T. 33 S., R. 7 E., United States Reclamation Service survey, El Paso County, Texas, and that the said proposed Vendors were in actual, sole, and exclusive possession of the land, claiming to be the owners thereof, and no person claiming a right in such land adverse to the Vendors is in possession of any part of it.

GEO. W. HOADLEY

Field Assistant.

El Paso, Texas,

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

I DO SOLEMNLY SWEAR That, as to the tract of land conveyed to the United States of America by deed dated July 23, 1918, by myself and joined in by my wife, Laura E. Kellogg, which land, together with Survey No. 102 and Survey No. 4 of the San Elizario Grant, formerly was part of the K. N. Bowington, estate, I, with my predecessors in interest, have held actual, continuous, and adverse possession of said land since approximately the first part of the year 1908.

C E KELLOGG

Subscribed and sworn to before me at El Paso, Texas, this 3d day of September, A. D. 1918.

My com exp June 1 1919

GEO W HOADLEY

Notary Public In and For
County of El Paso, State
of Texas.

(Reference is had to possessory certificate signed by Mrs. Elizabeth Bowington, in connection with land purchase from the Bowington estate under contract dated February 16, 1918.)

