

CURRY, DELLA

WARRANTY DEED

137

MIDDLE DRAIN

0023-0DYK-0013-00

9-(13) TEXAS

THE STATE OF TEXAS, }
COUNTY OF EL PASO.

KNOW ALL MEN BY THESE PRESENTS:

That I, Della Curry, a widow,

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

One Hundred Ninety-three and 97/100 (\$193.97)

DOLLARS,

to ~~me~~ 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

has ~~been~~ 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 of ~~El Paso~~, all that certain

tract or parcel of land, lying in the County of El Paso and State of Texas and more particularly described as follows, to-wit: A tract of land situated approximately one (1) mile northwest of the town of Ysleta, Texas, in the southwest quarter of the northwest quarter (SW 1/4) of section twenty-six (26), township thirty-one (31) south, range six (6) east, United States Reclamation Service survey, being also in the Ysleta Town Grant and more particularly described as follows: Beginning at the most northerly corner of the tract of land herein described, which is a point at the intersection of southeast right of way line and southwest right of way line of county roads, said last named road being parallel and adjacent to right of way line of G. H. & S. A. R. R., and from which point the northwest corner of said section twenty-six (26) bears north 3°37'37" west one thousand three hundred ninety-two and forty-three hundredths (1392.43) feet; thence south 45°03' east four hundred thirty-five and twenty-six hundredths (435.26) feet along right of way line of last named county road to point of intersection with property line between land of the Grantor herein and E. M. Andreas, from which last named point the northeast corner of said section twenty-six (26) bears north 70°51'37" east five thousand one hundred sixty-five and eighty-hundredths (5165.80) feet; thence south 17°31' west one hundred thirty-four and sixty-four hundredths (134.64) feet along said property line; thence north 45°03' west four hundred thirty-three and one-tenth (433.1) feet; thence north 16°43' east one hundred thirty-five and sixty-four hundredths (135.64) feet to the point of beginning; said tract of land containing one and nineteen-hundredths (1.19) 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

heirs and assigns forever; and I do hereby bind myself, 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 successors or

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

WITNESS my hand at Houston, Texas this 13th day of December, A. D. 1920.

DELLA CURRY

Witnesses at Request of Grantor

U. S. Doc. Rev. Stamp 50 cents

affixed and cancelled.

THE STATE OF TEXAS

Harris
COUNTY OF EL PASO

BEFORE ME

Myrtle Hamilton

a Notary Public

Harris

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

personally appeared Della Curry

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 13th day of December A. D. 1920

(SEAL) My com exp June 1 1921

MYRTLE HAMILTON

Notary Public in & for Harris 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. 19

THE STATE OF TEXAS

COUNTY OF EL PASO

I W D Greet

Clerk of the County

Court of said County, do hereby certify that the above instrument of writing, dated on the 13th day of Dec, A. D. 1920 with its certificate of authentication, was filed for record in my office this 18th day of Dec, A. D. 1920, at 10:07 o'clock A M and duly recorded the 21st day of Dec, A. D. 1920, at 3:30 o'clock P M in the records of said County, in Volume 359 on Pages 242

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.

W. D. Greet

Clerk County Court, El Paso County, Texas.

By Florence C Rock

Deputy.

WARRANTY DEED

Single and Wife's Separate Acknowledgment

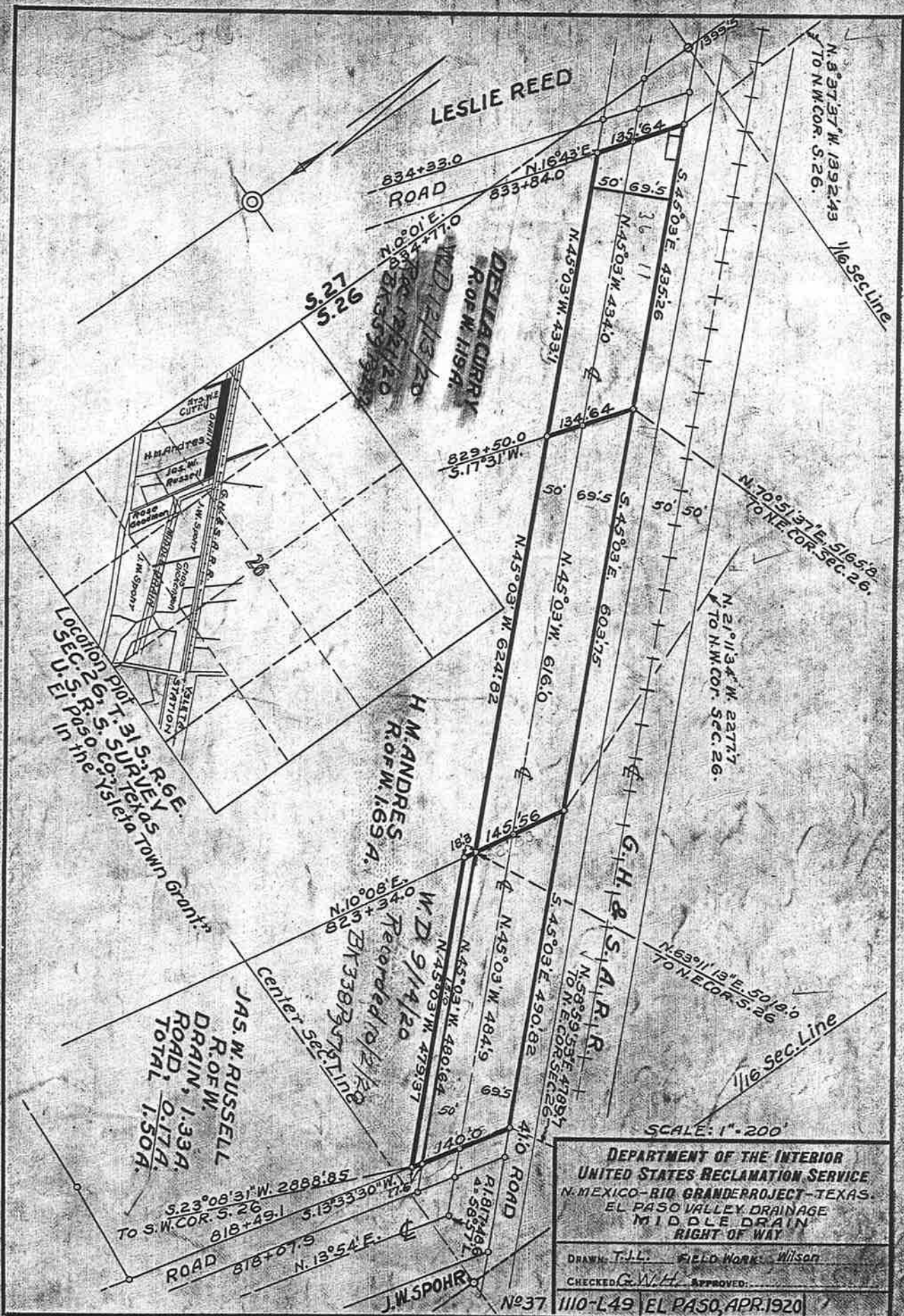
Filed for record 19

at o'clock M.

Clerk County Court, El Paso County, Texas.

By Deputy.

ELLIS BROS. PRINTING CO., EL PASO



End of drain

THIS IS TO CERTIFY That delay in forwarding contract dated August 10, 1920, with Della Curry, was caused by the necessity for correspondence with Vendor, who does not live on the Rio Grande project, in order to ascertain facts in regard to the title to the land, and other related matters.

El Paso, Texas,
October 7, 1920.

L M LAWSON

Project Manager.

Memorandum to accompany voucher for land purchase under contract with Della Curry dated August 10, 1920.

In regard to entry of satisfaction of judgment, discussed in par. 7 of Chief Counsel's opinion of Nov. 19, 1920, the facts in this case are as follows:

A. G. Foster, now deceased, one of the defendants who was named as a surety, was the father of A. G. Foster Jr., the secretary of the company that prepared the abstract of title. The latter party states that he knows Millard Patterson, the attorney for B. Schuster & Co., and it is within his own knowledge that he was actually the attorney of record in this case. The record of this very old suit does not appear to be available, and after a search of about one hour in the endeavor to locate the proper book, with a view to ascertaining, if possible, who the attorney of record was, our efforts proved unavailing and the search was abandoned.

A further discussion of the law may not be out of place, even though reliance need not be had upon this record of satisfaction, this for the reason that the judgment has run ten years without an execution thereunder. (Art. 5717 Tex. Civ. Stats.)

Release of judgment is signed by "B. Schuster & Co. By Millard Patterson, Attorney for Plaintiffs." But whether signed in this manner, or merely with the attorney's name as for the party to the suit, there is an assumption of the same authority in either case. That is, once the fact of attorney of record were established, the form would give way to the actual relation of the parties, and the effect under Art. 5618 would be the same.

Also, while the fact that an attorney signs himself as such in the satisfaction of judgment is not prima facie evidence that he appeared in the trial of the case, the rule is well established that a satisfaction of judgment entered of record, so far as it presents no irregularities, is prima facie evidence that the creditor has received payment of the judgment, or its equivalent. (23 Cyc. 1497.) Even though a party signed as attorney but was not at the trial, the form would give way to that of a relation of agent (this relation being also expressly mentioned in the Texas statute), and, while a party may not create himself an agent to bind others merely on his own motion, the record is still prima facie as to the existence of such relation, and the more so when a reputable attorney is in fact acting.

Taking up now the matter of the acknowledgment to muniment at page 22 (discussed in par. 9 of Chief Counsel's opinion), it is found that in the caption and body of the acknowledgment the name of the county was left blank, the signature of the notary being signed, followed by the words, "Notary Public, Taylor Co. Texas," with the record disclosing the fact that notarial seal had been affixed. Chief Counsel discusses the question of whether or not we may rely upon this record as a sufficient showing that the acknowledgment was actually taken in the county of which the notary is an officer.

The State of Texas follows the general rule that, although notaries are appointed by State authority, they are not authorized to accomplish their official acts outside of the county for which appointed.

The body of the prescribed statutory form of acknowledgment reads: "Before me (here insert name and character of the officer), on this day personally appeared," etc. (Art. 6804.) Therefore the words in the acknowledgment, "in and _____ County Texas," as shown by the abstract, may be disregarded as in excess of what the statute actually requires. The statutory form has the caption, "State of Texas, County of _____," and thus the venue may be laid entirely by the caption; and as a matter of custom universally recognized in this State, the signature appears most often merely over the words "Notary Public," without the county or State again being placed after these words. The case setting forth the attitude of the Texas courts upon this point is *Alexander v. Houghton* (86 Tex. 702; 26 S.W. 937; cited in Tex. Civ. Dig. under the heading of "Acknowledgments"). The Digest states:

"The caption of the notarial certificate of an acknowledgment of the deed designated one county, and the signature of the notary another. It being admitted that the notary was an officer of the latter county, it was held, agreeable with the well known rule that all official acts are presumed to have been performed within the limits of the officer's jurisdiction, that it was the common sense view to take that the officer took the acknowledgment in his proper county and inadvertently filled the blank certificate with the wrong caption. The certificate appears on its face sufficient to admit the deed to record."

Herring v. White (6 Tex. Civ. App. 249; 25 S.W. 1916) is also cited in the Digest, to the following effect:

"No doctrine is better settled in this State than the proposition that a certificate of acknowledgment is conclusive of the facts therein stated, unless fraud or imposition are alleged, and in that which the grantee participated or had knowledge." Also, "Such recitals are conclusive even in an action of trespass to try title." (Citing *Brant v. Colorado Salt Co.*, 30 Tex. Civ. App. 458.)

The case of *Kane v. Scholars* (90 S.W. 937), referred to by Chief Counsel, has been read, and we find that this was a trespass to try title and, among other matters, objection was made to the introduction of a certain deed in evidence, "because the notary signs the acknowledgment only as notary public, without a designation of the state and county for which he is notary." The Court was of the opinion that "none of these objections are well taken . . . as to the signature of the notary, his official character as notary public for Orange County, Texas, is sufficiently shown in the first part of the certificate, and it was unnecessary to repeat it."

From this case and from *Alexander v. Houghton*, it appears that the official designation may be omitted from either caption

or signature and still leave a legally sufficient acknowledgment, with regard to the question of authority in the particular notary, per se, or as to the question of the act having been done in his proper venue.

I think we may safely accept the showing made regarding venue as sufficient
Warranty deed has been secured from Government vendor, same recorded, and abstract brought down to date, showing no new muniments of record except said warranty deed. Title is therefore now vested in the United States.

Tax certificate at page 44 shows only taxes for 1920 as unpaid up to date of the certificate, Nov. 4, 1920, and that same were subsequently paid on Dec. 16, 1920, as noted by the indorsement on the original certificate (taxes for this year having been paid by the Reclamation Service and deduction made therefor from voucher evidencing payment to Government vendor). Tax receipt was duly issued and has also been examined.

This account is passed for payment, with accompanying papers as noted below.

El Paso, Texas,
Dec. 22, 1920.

P. W. DENT

District Counsel.

Incls. Orig. agreement to sell.
Abstract 21156, with supplement 21666
bound therewith.
War. deed and 1 copy, with 2 blueprints.
Possessory certificate and 1 copy.
Orig. opinion by C.C. Nov. 19, 1920.
Orig. opinion by D. C. Nov. 9, 1920.
Extra copy above memo.

should no change in the condition to the title adverse to the United States be disclosed, the purchase price may be paid in the usual way. The disbursing officer will file with his voucher the papers required by the Reclamation Manual.

CC - C.E., Denver, Colo.

Inclosures:

Abstract of title No. 21156.
Possessory certificate.
Tax statement attached to abstract.
Proposed form of Warranty Deed.
One blueprint.
✓ Extra copy of this opinion.
Original Agreement to Sell in process of
recording and should be attached to
the voucher.
D.C.'s opinion of Nov. 9, 1920.

POSSESSORY CERTIFICATE.

Rio Grande Project,
El Paso, Texas, September 21, 1921.

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 Della Curry, in the southwest quarter of the northwest quarter of section 26, township 31 south, range 6 east, U. S. Reclamation Service survey, Ysleta Grant, El Paso County, Texas, containing 1.19 acres, more or less, 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.

El Paso, Texas,
September 21, 1920.

GEO W HOADLEY

Field Assistant.

El Paso, Texas, November 9, 1920.

From District Counsel

To Chief Counsel, Washington.

Subject: Opinion on title to 1.19 acres of land to be acquired under agreement to sell dated August 16, 1920, with Della Curry (El Paso Valley middle drain) - Rio Grande project.

1. This land is part of the Ysleta Grant, which is founded upon title running through the Mexican government from Spain. Numerous titles in this grant have been examined and the underlying title found good, and it is not necessary to look behind the patent running from the Governor of Texas to the Inhabitants of the Town of Ysleta (p. 3 of abstract).

2. The description of the land of which the Government right of way is a part is very indefinite in the first two deeds, abstracted at pages 5 and 7. These descriptions are substantially the same. A more intelligible survey is found in the deed running to Sallie G. Baylor (p. 10), and the deed at page 11, running from this grantee to A. G. Foster contains a description from a different survey, although describing the same land as that granted to Sallie G. Baylor, and up to this point I am satisfied that the chain of title relates to the one tract. Thereafter and down to the time title vests in Della Curry, the Government vendor (deed p. 24), the land descriptions contain a reference to the Baylor-Foster conveyance as describing the property. Mrs. Curry is now in possession and has held the land since the date of deed running to her, December 26, 1911 (a period of time ample under the Texas statutes to perfect title derived under a regular chain), and her boundary on the north is established by the now used public road, right of way for which she conveyed to El Paso County by deed dated June 1, 1915 (p. 26), with boundary on the south established by an old fence between her and the H. M. Andres property, which is the line recognized by this latter party, with whom negotiations have been conducted with a view to a donation of that portion of the right of way for drain. In view of the foregoing, I think we may dismiss any further inquiry as to the relation of our surveys to the vendor's actual holding.

3. Examination of the abstract discloses a regular chain of title running from Jesus Albilla et al. to Della

Curry. Some matters incidental to the title may be briefly noted as follows:

4. The judgment at page 7 may be disregarded. Execution was issued March 20, 1889, but indemnity bond demanded by sheriff refused, and no subsequent execution. In Texas a judgment becomes dormant after a lapse of ten years between issuance of executions. (Art. 3717 Tex. Civ. Stats.)

5. Abstract shows the ^{satisfaction of} judgment at page 13 to be by the attorney for plaintiffs. Satisfaction may be shown by "acknowledgment or release signed by the party entitled to receive payment of the judgment, or his agent, or attorney of record." (Art. 5618.)

6. The vendor's lien, retained by A. G. Foster, grantor, to secure which deed of trust was made, was duly released by trustee and beneficiary, and full legal title vested in the grantees, Diza G. Witt et vir. (Pp. 14-19.)

7. Vendor's lien retained by deed running from Diza G. Witt et vir to W. E. Curry was duly released. (Pp. 20-22.) The spelling of the signature of the notary who took the acknowledgment of this release is given as Wheller, where the name is given as Wheeler in the body of the acknowledgment, but on account of the similarity of these names I think we may ignore this matter, either as a clerical error, a case of poor writing of the signature, or under the rule of idem sonans.

8. The special warranty deed running from Mrs. W. E. Curry (who is the same person as Della Curry, the Government vendor) granting to El Paso County 0.0583 acre, is for the roadway lying to the northwest of her present holding, and our right of way for drain stops at the east road boundary. This conveyance has already been noticed.

9. Pages 29-35 relate to matters between the United States and El Paso Valley Water Users' Association and to regulations in regard to the issuance of final water-right certificates, none of which matters will prejudice title acquired for Reclamation Service canals. The statement made at page 39 relates to a Spanish grant dated May 19, 1692, which has been filed by Elizabeth C. Hendrix. This matter is generally regarded by attorneys and real-estate people as one that will never seriously affect the existing titles in this community, which are of long standing and founded upon other and better established grants, and my opinion corresponds to this general view.

10. Tax statement was omitted from the abstract through an oversight, but has been obtained and is attached thereto. It will be bound in the abstract when same is later brought down to date upon execution of warranty deed running to the United States. The statement shows all taxes paid to the year 1920. As taxes for this year are now assessed and payable, they will have to be paid before the Government can accept title. This matter will have proper attention at the time of closing the transaction.

11. I am of the opinion that upon payment of taxes for 1920 and execution of attached form of warranty deed by Della Curry, good title, unincumbered, will vest in the United States. If you concur in this opinion, we shall be pleased to take the necessary steps to complete this purchase.

P W DENT

incls.

Abstract of title No. 21156.

Possessory certificate.

Tax statement (attached to abstract).

Copy of proposed form of warranty deed.

1 blueprint.

(Orig. agreement to sell not transmitted, for the reason that same has not been returned from county records; see Washington office file copy.)

Copy to C. E. Denver.

Chief Counsel

Nov 19-20

District Counsel, El Paso, Texas.

Acquisition of land. Opinion of title to 1.19 acres to be acquired by agreement of August 16, 1920, with Della Curry (El Paso Valley middle drain)-Rio Grande Project.

1. I have your opinion of this title dated November 9, 1920. Abstract No. 21156 by Pioneer Abstract and Guarantee Title Co., and related papers.

2. As disclosed by the abstract and mentioned in your opinion, the land now under consideration was once a part of Ysleta Grant, which grant was founded upon titles running through the Mexican Government from Spain made many years ago. As an underlying title this Service has for some time accepted it. The same land is also included in the patent by the Governor of Texas to the inhabitants of Ysleta made May 28, 1873 (abstract page 3). This also is regarded as one of the foundations of this title.

3. You point out that the deed of August 21, 1876 (abstract page 5) and that of December 3, 1876 (abstract page 8) contain descriptions of land practically identical. You identify the land now under consideration as a part of the land thus indefinitely described and you point out that the land subsequent to these instruments has been surveyed and that the description obtained by this survey is used in the Baylor deed disclosed on page 10. The deed from Baylor to Foster (page 11) contains another description that can hardly be reconciled with the deed under which Baylor held; but you identify the land under these descriptions as the same and as containing the land now under consideration and say that up to this point you are "satisfied that the chain of title relates to the one tract." You are on the ground and your view of this matter will be accepted.

4. From Foster (page 11) through Witt, page 14; in the trust from Witt to Burges, page 16; and in the release of this trust, page 18; through Witt to Curry, page 20; in the release of vendor's lien between Witt and Curry, page 22; and through W.E. Curry to Della Curry (page 24), the Government vendor, as you suggest, the land descriptions contain references to the Baylor-Foster conveyance and so the descriptions are more satisfactory and more certain.

5. You state that the Government contractor is now in possession of this land and has held it since December 26, 1911, a period regarded by you as ample under the Texas statutes to perfect title under a regular chain. Of course the chain in this case is regular only upon the assumption that the deed prior to the Baylor-Foster instruments conveyed this land and since you are of opinion that the land is in each instance the same land though under different descriptions the chain will be assumed to be regular. You point out that the boundaries of this land are now rendered certain by a road upon the north and by fences between adjoining land owners, etc.

6. At page 7 of the abstract there is a judgment disclosed. An indemnity bond was demanded by the Sheriff and refused, and hence the judgment has lain dormant since June 22, 1889. As you suggest, this judgment will be disregarded because of the ten-year period in such cases, Article 3717 of the Texas statutes, which has elapsed.

7. At page 13 is disclosed another judgment. It purports to be satisfied as follows:

"The judgment above described has been heretofore by payment and compromise fully satisfied and I Millard Patterson Attorney for Pliffs hereby acknowledge satisfaction of same.

B. Schuster & Co.
By Millard Patterson
Attorney for Plaintiffs."

You point out that Article 5618 of the Texas statutes provides that judgments may be satisfied by "acknowledgment or release signed by the party entitled to receive payment of the judgment, or his agent, or attorney of record." You say that this acknowledgment is signed by attorney of the plaintiffs. It is assumed that this statement is made from personal information obtained from an inspection of the original record since the abstract does not disclose who the attorneys of record for the plaintiffs in this case were. The fact that an attorney signed himself as attorney for plaintiffs is not even prima facie evidence that he was such attorney of record when the case was heard. By "attorney of record" the statute means the party who was the attorney and actually was so recorded at the time the judgment was rendered. However the abstract discloses that Mr. Patterson, who declares that he was attorney for the plaintiffs, did not sign this release. The release -- if it be a release -- is signed by B. Schuster & Co.

8. But since the judgment was rendered in May, 1885, and since no execution was issued the matter may be disregarded.

9. Page 22 discloses a release in which the notary therein named in the body of the acknowledgment is given as Wheeler and apparently signed Wheller. You are of opinion that there is sufficient idem sonans to warrant us in passing this matter. However, as disclosed by the abstract there is a more serious defect, as we see it. There is no county given either in the caption of the acknowledgment or in the body. It is possible that this certificate does not show sufficient venue. Unless the acknowledgment were actually made in the county of which the notary is such officer the acknowledgment is not good. This certificate does not certify that the parties making the acknowledgment personally appeared in Taylor County, for which, apparently, the notary was commissioned. However there are some decided cases to which your attention is called which may determine this question and which we do not have in this office: Williams versus Cassner, Texas Civil Appeals 1906, 95 S.W. 1106, holds that "N.P. (Notary Public) WCST" showed the official character of the person subscribing a certificate, clearly indicating that he was a notary public of Walker County, Texas. But apparently those abbreviations were used in the body of the certificate. See also Kane versus Sholars, Civil Appeals 1905, 90 S.W., cited 37, 29 Cyo., 1095. Hence your attention is directed to this matter so that you may fully satisfy yourself.

10. You point out that the deed disclosed on page 26 from Mrs. Curry to El Paso County does not conflict with the right of way now sought by the United States.

11. As pointed out by you, pages 29-35 of the abstract disclose transactions between the United States and the El Paso Valley Water Users' Association which are not adverse to the interests of the United States and will be disregarded.

12. The abstract on page 39 also sets out the old Spanish grant dated May 19, 1692 filed by Elizabeth C. Hendrix. This old grant has been disregarded in other titles and may be so treated in this case. Attached to the abstract is certificate in regard to taxes to which you call attention in paragraph 10 of your opinion. The certificate shows all taxes paid to the year 1920 but as taxes for the year 1920 are now assessed and unpaid they will have to be paid before this transaction is closed.

13. Therefore when the matters to which attention has been called have had proper attention this transaction may be closed by accepting deed in the form proposed, having it recorded and abstract continued to include that recordation. Thereupon

CASE NO. Middle Drain COUNTY El Paso

1. Mailing address of each party 1003 Filmore St. Wichita
Mrs W E Curry 329 W 8th St Dallas Texas
2. Personal status of each party (married, single, widow or widower): Widow
3. List of improvements (state, as by itemized bill, how total consideration was fixed):
1.19 A. at 163⁰⁰ = 193⁹⁷/100
4. Interest held by each party joined in contract, other than owner or wife of owner, as "Joint ownership", "lessee", or "licnor", and if licnor, state such facts as may be gathered from owner as to date, amount and quality of encumbrance:
5. State whether or not land is homestead property: Not Homestead
6. 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):
Acres: _____: Assessed at _____
other available information _____
7. Grantor will order title guaranty.
Grantor agrees that Service may order title guaranty and make deduction therefor.
Grantor will order abstract of title.
Grantor agrees that Service may order abstract of title and make deduction therefor.
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.
Grantor states that land is now encumbered (as per item 3) and wishes Service to pay off encumbrance and make deduction therefor. (In case this is to be done, grantor will have to consult personally with the licnor).
Grantor states that land is encumbered (as per item 3) and will at once take steps to remove same.
8. Cost of structures to be built by Service.

None

El Paso, Texas.
July 28, 1928.

Mrs. W. E. Curry,
1003 Filmore St.,
Wichita, Texas.

Dear Madam:

The contract which you signed agreeing to convey right of way needed for the El Paso Valley Middle Drain, has been turned over to our office for completion and approval. We note that you have signed "Mrs. W. E. Curry" as "a feme sole". From the style of this signature we gain the impression that you have signed your husband's initials. If this is the case the contract will have to be changed to the extent of your signing your maiden given name and initial and again acknowledging before a notary according to the corrected signature. The contract is returned for this purpose and a new page for signature is enclosed. Kindly execute in accordance with the above suggestions.

We regret very much that it is necessary to have to trouble you, but trust you will appreciate that under the strict regulations of our Department it would be useless to send the contract for approval in its present form, and without this change the matter would simply be delayed to your disadvantage.

Very truly yours,

PW DENT

District Counsel.

El Paso, Texas, September 21, 1920.

Mrs. W. E. Curry,
814 Elgin Avenue,
Houston, Texas.

Dear Madam:

Your letter of the 16th instant has been referred to our office by Mr. Lawson, and we will endeavor to make clear the present condition of this transaction.

It is necessary for the contract that you have signed to be completed and sent in to our Department at Denver for approval, and after this approval title is examined or title certificate is obtained, and vendor executes warranty deed running to the United States, when payment may be made. Mr. Lawson's office has failed to supply us with information as to whether or not you have an abstract of title to this land, and if so, where it can be obtained for temporary use in getting a title certificate from the title guaranty company, which is our usual custom when the landowners have abstracts that are thus available, although the form of contract submitted indicates that there is an abstract of title which we could use. Therefore, if you have an abstract, kindly so advise, and put us in possession of it as soon as convenient, or if you do not have an abstract, so advise, in order that we may arrange the contract accordingly. Under the existing form of contract, you will be paid \$193.97, from which will be deducted \$15 for title guaranty, the United States paying any charges incurred in bringing the abstract down to date for examination by the title guaranty company. If the United States has to purchase abstract and examine title, where no title certificate is secured, it would likely be found proper to lower the amount of \$193.97 by \$15.

Also, for purposes of preliminary report to our Department, kindly advise whether the land is part of your deceased husband's estate, and if you thereby hold a full interest, or whether it was acquired as your separate property. When abstract of title is obtained it will of course show these facts, but if you can supply us with the same in the meantime, the favor will be greatly appreciated.

Before the United States can accept title, all taxes due must be paid in full, and any outstanding liens must be removed. Taxes for 1920 will be payable October 1. If there are any mortgages or vendor's liens, we will prepare and have executed the necessary releases, which will concern only the Government right of way.

Regretting that we are under the necessity of troubling you with the above, and awaiting your early answer,

Very truly yours,

P W DENT

District Counsel.

El Paso, Texas, December 7, 1920.

Mrs. Della Curry,
814 Elgin Avenue,
Houston, Texas.

Dear Madam:

Your letter of December 3 at hand, in answer to mine of November 26.

I note what you say about having already paid your 1920 taxes, but the county tax records show same to be unpaid at this date. If you last paid your taxes in the month of February, same could not by any possibility be for 1920, for the reason that taxes for a current year are not due until October 1 of the year and are not, under the State laws, payable before October 1. Taxes are, however, delinquent for a given year on February 1 of the year following. That is, your taxes for 1920 would not be accepted until October 1 of this year, and will be delinquent February 1 of next year, 1921. I am inclined to think that if you will carefully examine your last receipt, you will find that it is for 1919 taxes.

As stated in my last letter, we will be glad to pay your 1920 taxes, if you do not wish to remit direct for them, and make deduction therefor from check to be issued in final settlement for the land. Kindly advise if you wish us to pursue this course, or else that you will handle the matter direct.

In your letter of December 3 you say nothing at all about disposition of the warranty deed and voucher sent you with my former communication, and neither do you return these papers executed. As stated in my last letter, these papers will have to be executed and in this office before we can proceed to settlement with you. The instrument that you have already signed is not an absolute conveyance, but merely an agreement to convey.

This transaction has now reached the stage where further delay in complying with my letter of November 26 will hinder Government business, and I trust we may be favored with your early action.

Very truly yours,

P W DENT

District Counsel.

El Paso, Texas, October 23, 1920.

Pioneer Abstract and Guarantee Title Company,

El Paso, Texas.

Gentlemen:

Please supply abstract of title for 1.19 acres of land in SW $\frac{1}{4}$ of NW $\frac{1}{4}$ sec. 26, T. 31 S., R. 6 E., held by Della Curry, widow of W. E. Curry. This land lies about one mile northwest of Ysleta. Blueprint showing the same is inclosed, and written description is contained in contract with Della Curry dated August 10, 1920, which we are to-day filing for record.

Very truly yours,

P W DENT

District Counsel.

incl.

El Paso, Texas, October 23, 1920.

County Clerk for El Paso County,

El Paso, Texas.

Dear Sir:

Transmitted herewith for official record is contract dated August 10, 1920, between the United States and Della Curry.

Very truly yours,

F. W. DEBT

District Counsel.

incl.

El Paso, Texas, November 10, 1920.

Mrs. Della Curry,
814 Elgin Avenue,
Houston, Texas.

Dear Mrs. Curry:

Your letter has been received inquiring when payment can be made for the land to be purchased for El Paso Valley middle drain.

As soon as approval of the agreement to sell was given by our Department we at once ordered the necessary abstract of title. The abstract was received a few days ago and we then rendered an opinion on the title to the property, which title we find satisfactory. Our opinion is now on the way to Washington, where it will either be concurred in or advice rendered by way of instructions if it is not concurred in. Upon receipt of such advice we will proceed to close the transaction by calling upon you for warranty deed conveying title to the United States, or taking such other steps as may be necessary.

Taxes for 1920 are now due and payable, and payment of same is requisite to clear the tax lien.

In view of the fact that you had no abstract of title that could be used in getting title guaranty, the above procedure is required, which, while somewhat tedious, is the method available under the Government regulations. We assure you that we shall do everything possible in order to avoid delays.

Very truly yours,
P. W. DENT

District Counsel.

El Paso, Texas, November 26, 1920.

Mrs. Della Curry,
814 Elgin Avenue,
Houston, Texas.

Dear Madam:

Our Department has approved title to land taken for El Paso middle drain, and we will close this transaction as soon as possible in accordance with our usual procedure.

Warranty deed is inclosed to be executed by yourself and returned, and there is also inclosed a voucher which is to be signed and returned with the deed. The deed should, of course, be acknowledged before a notary.

Please supply United States documentary revenue stamp for the deed in amount of 50 cents, which is necessary under the law and which it is customary for grantor to furnish.

Your taxes for 1920, shown by statement to amount to \$29.05, should be paid before the Government makes final payment to you. If you so direct, this office can handle the matter of taxes for you, making payment thereof and deducting the proper amount from check in final settlement.

When the deed and voucher are returned, the deed will be recorded and the abstract brought down to date, and the account will then be in condition for payment. While this procedure necessitates placing all executed papers in the hands of the Government, before payment to grantor, which is somewhat unusual where two individuals deal with each other, the course may be carried out in this case with safety, in reliance upon the faith of the United States in dealing with its citizens.

Very truly yours,

P W DENT

District Counsel.

incls.

El Paso, Texas, December 16, 1920.

Pioneer Abstract and Guarantee Title Company,

El Paso, Texas.

Gentlemen:

Transmitted herewith to be brought down to date, is Abstract 21156 relating to Della Curry property. Warranty deed running from this party to the United States, dated December 13, 1920, is to-day being filed for record, and will, of course, be included in the supplemental abstract. The tax statement attached should be bound with the abstract.

Very truly yours,

P W DART

District Counsel.

incl.

El Paso, Texas, December 16, 1920.

County Clerk for El Paso County.

El Paso, Texas.

Dear Sir:

Transmitted herewith for official record is warranty deed dated December 13, 1920, running from Della Curry to the United States.

Very truly yours,

F W DENT

District Counsel.

incl.

El Paso, Texas, January 11, 1921.

Mrs. Della Curry,
2402 Chenevert Street,
Houston, Texas.

Dear Madam:

Your letter of the 8th instant at hand, and you are advised that the local fiscal agent has been requested to mail you a check with all possible dispatch. This he has promised to do.

In answer to your request for name of an El Paso real estate dealer, you are advised that Mr. Douglas C. Crowell is commonly reputed to be reliable.

Very truly yours,

P W DENT

District Counsel.

El Paso, Texas, December 24, 1920.

Mrs. Della Curry,
2402 Chenevert Street,
Houston, Texas.

Dear Madam:

We are to-day sending papers to project office with request for payment to for right of way. You should receive a check within a very few days.

Inclosed is tax receipt for 1920 showing payment of \$29.05, which amount has been deducted from the amount vouchered for the land, leaving a balance of \$164.92.

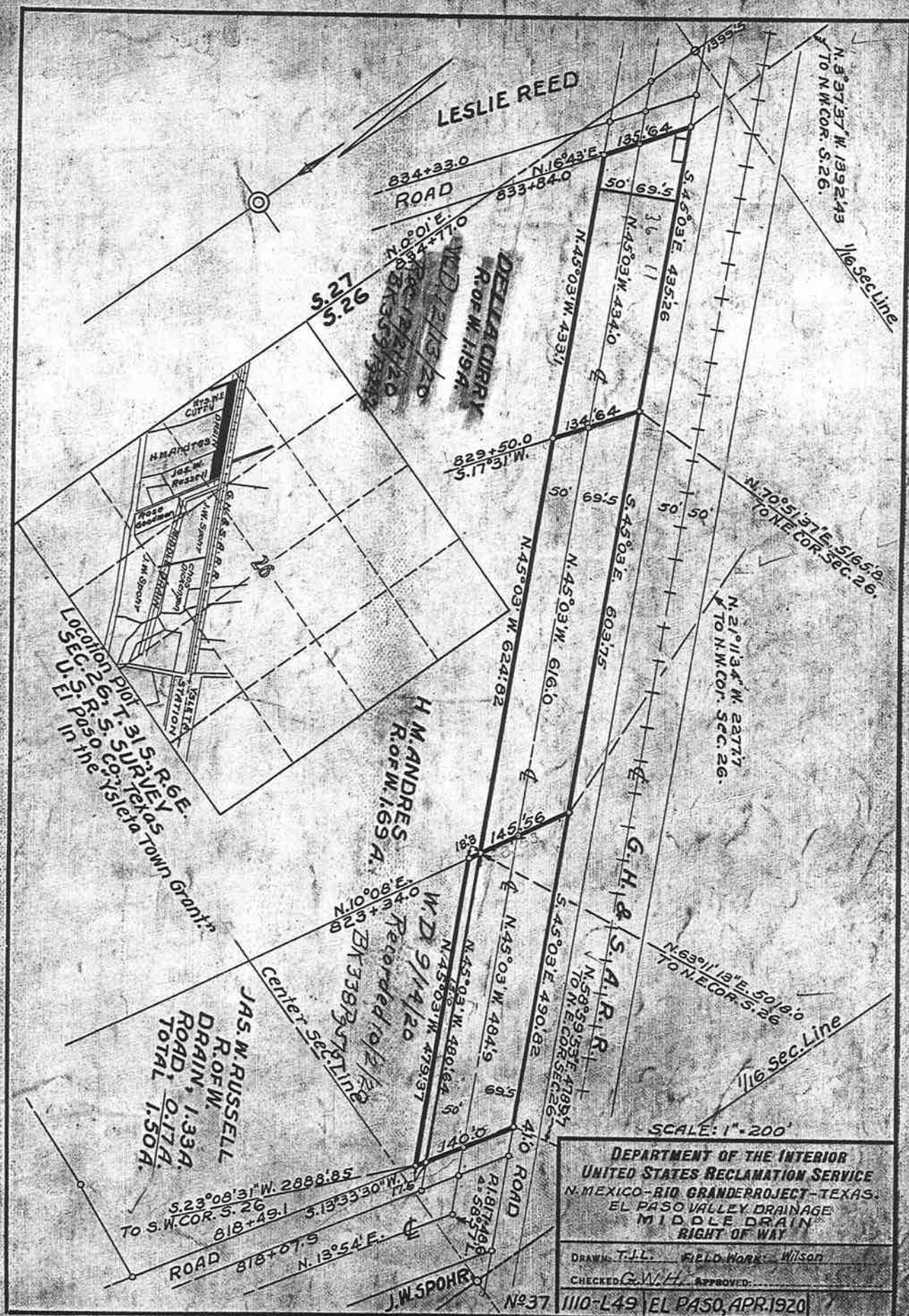
Thanking you for your cooperation in this matter,

Very truly yours,

P W DENT

District Counsel.

incl.



End of draft

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

Rio Grande Project **El Paso, Texas, Oct. 7, 1920**
(Place) (Date)

Chief Engineer
Project Manager to Chief of Construction, thru District Counsel.

Subject: Forwarding for approval contract dated Aug. 10, 1920

With Della Curry.

Estimated amount involved, \$ 193.97

Accompanied by bond and 2 copies of Clearing Acct.

Purpose: Purchase of 1.19 acres of land for middle drain, El Paso Valley.

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 235, Vol. I of Manual.

L M LAWSON
(Signature)

Denver, Colo. **Oct. 10, 1920**
The above described contract and bond, if any, approved
by **F.E. Weymouth, Chief Engineer** on **Oct. 16, 1920.** Orig. returned to
Chief of Construction. **P.M. for recording. (Encl: 6-Cb)**

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

executed Washington, D. C.
Contract approved and bond, if any, approved by
on
copies of contract
copies of form filled out
Inclosures:

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

INFORMATION relating to agreement made

19 , with

August 10, 1920

for the purchase of land required for

Della Curry
purposes,

Project,

El Paso middle drain

County,

Rio Grande

El Paso

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

Texas.

1.19 acres in SW $\frac{1}{4}$ of NW $\frac{1}{4}$ sec. 26, T. 21 S., R. 6 E., U.S.R.S. survey, El Paso County.

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 a part of the Ysleta (Mexican) Grant, and is not founded on a United States land patent.

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.

Della Curry, owner, a widow, 614 Elgin Avenue, Houston, Texas.

We understand that this party takes this land by virtue of will of her husband.

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 for the use of the land, state the same. **Land is not at present being cropped, and no one is living on it.**

5. Also state whether land is subject to right of way by virtue of contract with water users' association or other agreement. **Land is subject to right of way by virtue of stock-subscription contract with water users' association (now District); 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.*

This land has been cultivated, but at present is not supporting any crop. No buildings. 2.19 acres at \$163, \$198.97, amount to be paid.

No abstract of title is available in hands of Vendor; hence Service will purchase abstract and examine title, and not call for title guaranty, and as amount allowed Vendor, as indicated above, is not to her, par. 2 of agreement to sell has been struck from the contract.

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, but at present not receiving water. Some of the land is now irrigated, for plowing and other preparation for future crops. 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.

\$300 to \$400 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.

The drain will be of general benefit to this vicinity.

Dated **El Paso, Texas, Sept. 21** 19**20**

(Signature)-----**GEO W ROADLEY**

(Title)-----**Field Assistant,**

In Charge of Negotiations.

Approved:

L H LAWSON

Project Manager.

INSTRUCTIONS.

The proper procedure in making purchases of lands under the Reclamation Act, in pursuance of the various rulings made by the Department of the Interior and the Department of Justice, is substantially as stated below, though, in some cases, deviations may be necessary in certain details. These instructions do not relate to withdrawn public lands to which there is a claim by reason of a settlement or entry made prior to withdrawal; in such cases the agreements for purchases of improvements should be entered into on Form 7-523. See Manual, 1917 edition, pages 260-263.

1. As soon as possible after it has been ascertained that the property will be required, the project manager should forward to the director, through the chief of construction, the following papers:

(a) Form 7-276 or 7-277, contract of sale, or memorandum of terms of proposed purchase, together with two copies of the same, one for the returns office and the other for the director. When the land is donated, use Form 7-277.

(b) Affidavit of disinterestedness.

(c) This Form (7-281), report on land agreement.

(d) Certificate that the land is necessary for the purposes authorized by the Reclamation Act and that the consideration agreed upon is reasonable, together with his recommendation that the agreement be approved. This certificate should also contain other valuable information relative to the transaction not given in Form 7-281.

(e) If the tract is described by metes and bounds, this report should be accompanied by a small sketch, with the boundary lines platted, showing all courses and distances and all references to public-land corners. (See Manual, Title, *Lands, Acquisition of*, pars. 15-16, pp. 354-355.)

2. When the agreement has been approved, the original will be returned to the project manager, who will immediately notify the vendor thereof and call upon him, if pursuant to said agreement, to furnish an abstract of title, which shall later be extended to include any instruments subsequently recorded in connection therewith, and also the record of the conveyance made in pursuance of said agreement; also to procure and have recorded, where proper for record, all assurances of title and affidavits which may be necessary and proper to show clear, unincumbered title in him. This will fix the date from which time may be counted in favor of the United States for extension of the option as provided in the agreement, in case it be found necessary to do so. If the abstract contains a large number of entries, it should be indexed, and if the title to a canal system involved the abstract should be accompanied by maps showing said system and the lands affected thereby. The abstract, certificates, maps, contract, possessory certificate, and form of deed which it is proposed to execute, referred to in next paragraph, should be submitted to the local district counsel. For form of possessory certificate see also par. 25 of the Title, *Lands, Acquisition of*, in the Manual.

3. The ordinary form of warranty deed, or its equivalent, in general use will be acceptable to the Department, only one material change being required, viz, the insertion of the italicized words in the clause to the following effect usually found in such deeds: "For and in consideration of * * * dollars to him in hand paid in pursuance of the provisions of the act of June 17, 1902 (32 Stat., 388), and acts amendatory thereof or supplementary thereto, by the said party of the second part," etc. The grantee or second party must be the United States, and the words "heirs, executors, administrators, successors," etc., when referring to the second party, should be stricken out, and the sentence should read "the party of the second part and its assigns." One copy of the proposed form of deed should be retained by the project manager, to be executed by the vendor after the title has been found acceptable. A quitclaim deed will be acceptable in case title in fee is not vested in the vendor.

4. When forwarding the title papers to the local district counsel the project manager should request that, if apparently in satisfactory form and sufficient, they be forwarded to the district counsel in charge of titles, with his opinion thereon, otherwise that they be returned, pointing out the defects and indicating how they may be remedied.

5. The district counsel in charge of titles will render an opinion upon the title, and thereupon all the papers will be returned to the local district counsel for action in pursuance of the findings of the opinion. After the title has been found satisfactory, the deed should be executed and recorded and the abstract extended to cover record of same, and also to cover payment of taxes, etc., found to be liens against the estate. Payment may then be made to the grantor, provided no further defects are revealed by the extension of the abstract. The voucher covering payment should be accompanied by the contract, abstract of title, deed, and official copy of opinion. In case the title is found to be imperfect, the papers will be returned for the necessary corrections, and the abstract should then be brought up to date and again submitted through the local district counsel as above for reexamination.

6. In the case of a desert-land entry, when the approval has been given of the purchase of the possessory rights of an entryman, the certificate of the recorder of land titles in the county where the land is situated should be obtained, showing that he has searched the records of his office, and stating whether any instrument of conveyance, assignment, or mortgage of the right obtained by the entry referred to there appears.

7. In the case of land covered by a homestead or desert-land entry where an entire legal subdivision is involved a relinquishment to the United States is sufficient, and a certificate should be obtained from the register and receiver of the local land office showing that the entry was valid and subsisting at the time of the relinquishment, and that it had been relinquished and canceled on the records of the land office. This certificate should accompany the voucher in lieu of the deed or relinquishment, which will be retained in the local land office. Where less than a legal subdivision is to be acquired, which can not be described in the ordinary way (by quarters and halves), the method outlined under (b) and (c), par. 15, page 254, of the Manual should be followed.

8. In the public-land States improvements by entrymen are generally regarded as personal property, subject to taxation, and before paying for land to be acquired by relinquishment the certificate of the officer having charge of the tax records in the county should be obtained showing the condition of the property in respect to levy and payment of taxes for the years since the entry.

9. This form (7-281) may be used as far as it is applicable in making a report of negotiations not concluded, all necessary additional information being given under heading No. 9; when for any reason it is advisable that the matter be further considered by the project manager before final agreement. In this case it should be noted conspicuously on the first page and in the brief on back that it is a report of pending negotiations.

10. An agreement of sale may be made with any person owning the land in his own right, or with a trustee under a power in a deed, or with a person holding a power of attorney from the owner authorizing him to do so, or with an executor under a power in a will. A certified copy of the evidence of authority must accompany the papers.

11. The husband and wife must join in the agreement except where the local laws or the conditions under which the property is held do not require it. It is better, however, to obtain in every case the signatures of both husband and wife. The agreement must state whether the vendor is married or single, widow, or widower.

12. An administrator or an executor without a power to sell in the will has no authority to make a contract for the sale or conveyance of land or of a right of way thereon. In case of the death of the owner without a will the real estate descends to the heirs; if he dies leaving a will, the real estate goes to the devisees, subject in both cases to the payment of debts of the decedent. The heirs or devisees must all join in the agreement.

13. Neither the guardian of a minor nor the guardian of an insane person has a right to contract to sell or convey the real estate of his ward without special authority from the proper court.

14. Before negotiations for the purchase of any tract are begun, it is important to learn whether the land has been offered for sale, and at what time and price; also what price the present owner paid for the land.

15. Special conditions and limitations may be added, when necessary, to the printed forms of contracts in reference to possession of premises, growing of crops, etc., pending final conveyance, but these conditions should be avoided as far as possible, and the time limit of the contract should be fixed with reference to these matters. Ample time should be given in the contract for the preparation of an abstract of title and for consideration of the same by the district counsel in charge of titles and the officials at Washington, D. C. In this connection see also Manual, par. 14, page 254.

7-281

REPORT ON LAND AGREEMENT.

For _____ purposes.

_____ project.

Sec. _____, T. _____, R. _____, M. _____

Belonging to _____

County of _____

State of _____

Submitted by _____

Date _____ 191 _____

51-2-12
51-2-51

6-4803

Houston, Texas
Jan. 5, 1921

Mr. P. M. Gent,
El Paso, Tex.

Dear Sir:
I received the
receipt for my taxes
but haven't cleared
the check yet.
Please investigate & see
what they have delayed
paying it.
I would appreciate it
if you should send me
the name of some good
real estate man.

Yours Sincerely

Wm. D. Curry
2402 Cheumont St.

Houston, Tex
Dec-13-1920.

Mr. P. M. Gent,
El Paso.

Dear Sir:
I inclose papers
all signed.
You can pay my
taxes please send me
the receipt.
I will appreciate you
sending me the names
as early as possible.
Yours Sincerely
Wm. D. Curry
2402 Cheumont St.

Now if you all are
going to pay me
the \$1000 or less would
appreciate it.

Respect

Wm Curry.

2402 Chevrolet St.

Novato

should look this matter
up you will see.
The land is free of
all debt & all taxes
are paid up in full.
You may check the
Treasurer's Bookman of
Holtz in regard to
the land & he can tell
all about the land.
I also have a letter
from him dated Feb
5-1925 saying I
inclose receipt for your
taxes.

Houston, Texas
Dec - 3 - 1920
Mr. O. H. Dent
El Paso, Texas

Dear Sir:

Yours of the
26th received.

I wrote you once before
my tax for 1920 was
paid & I hold receipt
for same, they were
\$22.60

I always pay my taxes
in full each year
I am sure if you

Houston, Texas
Jan - 8 - 1921
Mr. O. H. Dent
El Paso, Tex.

Dear Sir:

Will you please
advise when I will get
my money for that
damaged truck.

I send you all have
had ample time to pay
me.

Hoping to hear from
you in regard to same.
Sincerely,
O. H. Dent
El Paso, Texas

Houston, Texas
Jan - 7 - 1921
Mr. O. H. Dent
El Paso,
Texas

Dear Sir:

I should ap-
preciate it very much if
you would send me the
money & advise if the
money or I can wait to
them in regard to my
check as I have never gotten
it.

Thanking you in
advance.

Sincerely,
O. H. Dent
El Paso, Texas

Noted & forwarded for the
Mr. O. H. Dent and Mr. O. H. Dent
El Paso, Texas