

80 GALT, I. G. et. al

WARRANTY DEED 137

MIDDLE DRAIN 0023-00¹⁶~~16~~-00¹⁷~~17~~-00

9-(19) TEXAS

THE STATE OF TEXAS,)
County of El Paso.)

KNOW ALL MEN BY THESE PRESENTS: that we, I. G. Gaal,
a widower and Chas. B. Gaal, Frank F. Gaal, Geo. W. Gaal, and
Lillian M. Eden, all married, of the County of El Paso, State
of Texas, in consideration of the sum of Eleven hundred

forty-three 25/100 (\$1143.25) Dollars, to us in hand paid
pursuant to act June 17, 1902 (32 Stat. 388) and act amendatory thereof
by the United States of America, the receipt of which is hereby

acknowledged, have Granted, Sold Conveyed and by these presents
do Grant, Sell and Convey unto the said United States of America,
all that certain tract or parcel of land, lying in the County of
El Paso and State of Texas and more particularly described as

follows: to-wit:

A tract of land situated approximately one-half ($\frac{1}{2}$) mile east
of the town of Ysleta, Texas in the North Half of the Northeast
quarter (NE $\frac{1}{4}$) of Section thirty-five (35) 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 southwesterly corner
of the tract of land herein described which is a point on property
line between land of the ~~Ysleta~~ and R. E. Hardaway, from said
point the Southeast corner of said Section 35 bears South fourteen
degrees (14°) forty minutes (40') thirty-five seconds (35") East
four thousand four hundred eleven (4411.0) feet; thence North
forty-five (45°) degrees twenty-four minutes (24') West; at seven
hundred fifteen and forty-eight hundredths (715.48) feet south-
easterly right of way line of county road; at seven hundred fifty-
three and twenty-eight hundredths (753.28) feet northwesterly right
of way line of said county road at one thousand two hundred eight
and eighty-eight hundredths (1208.88) feet angle point; thence
North 52°04' West eighty-seven and seventeen hundredths (87.17)
feet to point on property line between land of ~~Ysleta~~ and S. Carbajal;
from said point the Southeast corner of said Section 35 bears South
twenty-one degrees (21°) thirty-six minutes (36') eleven seconds
(11") East, five thousand five hundred sixty (5,560.0) feet; thence
along said property line South eighty-one degrees (81°) thirty-
nine minutes (39') East one hundred one and twenty-eight hundredths
(101.28) feet to corner and North twenty-two degrees (22°) six
minutes (06') East seventy-two and seventy-six hundredths (72.76)
feet; to point from which the Northeast corner of said Section
thirty-five (35) bears North eighty-eight degrees (88°) sixteen
minutes (16') thirty-one seconds (31") East one thousand nine
hundred twenty and one tenth (1920.4) feet; thence South fifty-
two degrees (52°) four minutes (04') East, twenty-five and

THE STATE OF TEXAS,

COUNTY OF EL PASO.

KNOW ALL MEN BY THESE PRESENTS:

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

DOLLARS,

to in hand paid by

the receipt of which is hereby acknowledged

ha. Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said

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

ninety-five hundredths (25.95) feet; thence South forty-five degrees (45°) twenty-four minutes (24') East; at four hundred fourteen and thirty-two hundredths (414.32) feet northwesterly right of way line of county road; at four hundred fifty-two and twelve hundredths (452.12) feet south-easterly right of way line of said county road at one thousand one hundred thirty-two and thirty-seven hundredths (1132.37) feet a point on property line between land of Grantors and said R. E. Hardaway; and from said point the Northeast corner of said Section 35 bears North fifty-one degrees (51°) thirty minutes (30') nineteen seconds (19") East one thousand three hundred ninety-five and eight tenths (1395.8) feet; thence, South nine degrees (9°) forty-six minutes (46') West one hundred forty-six and twenty hundredths (146.20) feet along said property line to point of beginning; said tract of land containing three and twenty-nine hundredths (3.29) acres from which is to be deducted ten hundredths (0.10) acre contained in said county road, leaving three and nineteen hundredths (3.19) acres more or less which is the land herein agreed to be conveyed.

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

United States of America, its successors or

ourselves, our heirs and assigns forever; and we do hereby bind ourselves, our heirs, executors and administrators, to Warrant and forever Defend, all and singular, the said premises unto the said

United States of America, its successors or

ourselves 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 25th

April, A.D. 1921

Not Witnesses at Request of Grantor

U.S. Doc Rev Stamp \$1.50 affixed

I G GAAL

CHAS B GAAL

FRANK F GAAL

LILLIAN M EDEN

GEO W GAAL

COUNTY OF EL PASO.

BEFORE ME,

Jos U Sweeney

A Notary Public

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

personally appeared I G Gaal Chas B Gaal Frank F Gaal Lilliam M Eden

and Geo W Gaal

known to me to be the persons whose names are

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

Given under my hand and seal of office, this 25th day of April A. D. 1921

(SEAL)

JOS U SWEENEY

My com exp June 1 1921

Notary Public El Paso Co 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 instru-

ment to be her act and deed, and declared that she had willingly signed the same for the purposes and consid-
eration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this _____ day of _____ A. D. 19 _____

THE STATE OF TEXAS.

COUNTY OF EL PASO.

I W D Greet

Clerk of the County

Court of said County, do hereby certify that the above instrument of writing, dated on the 25
day of Apr, A. D. 1921 with its certificate of authentication, was filed for record in my
office this 28 day of Apr, A. D. 1921 at 1:20 o'clock P M
and duly recorded the 5 day of May, A. D. 1921 at 1:08 o'clock P M
in the records of said County, in Volume 371 on Pages 440

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

(SEAL)

W D Greet

Clerk County Court, El Paso County, Texas.

By Carolina Nelson, Deputy.

WARRANTY DEED

Single and Wife's Separate Acknowledgment

Filed for record

at _____ o'clock _____ M.

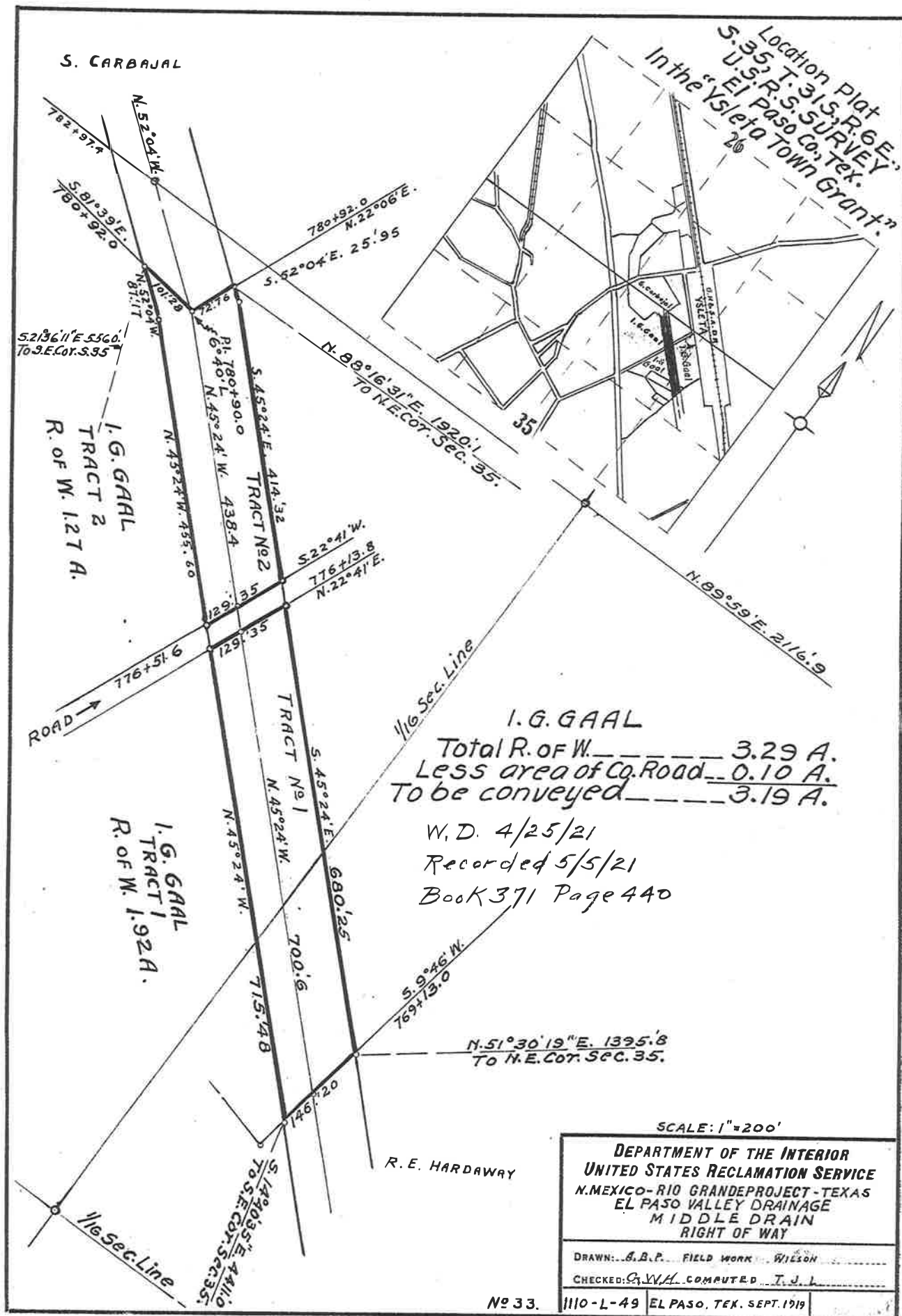
Clerk.

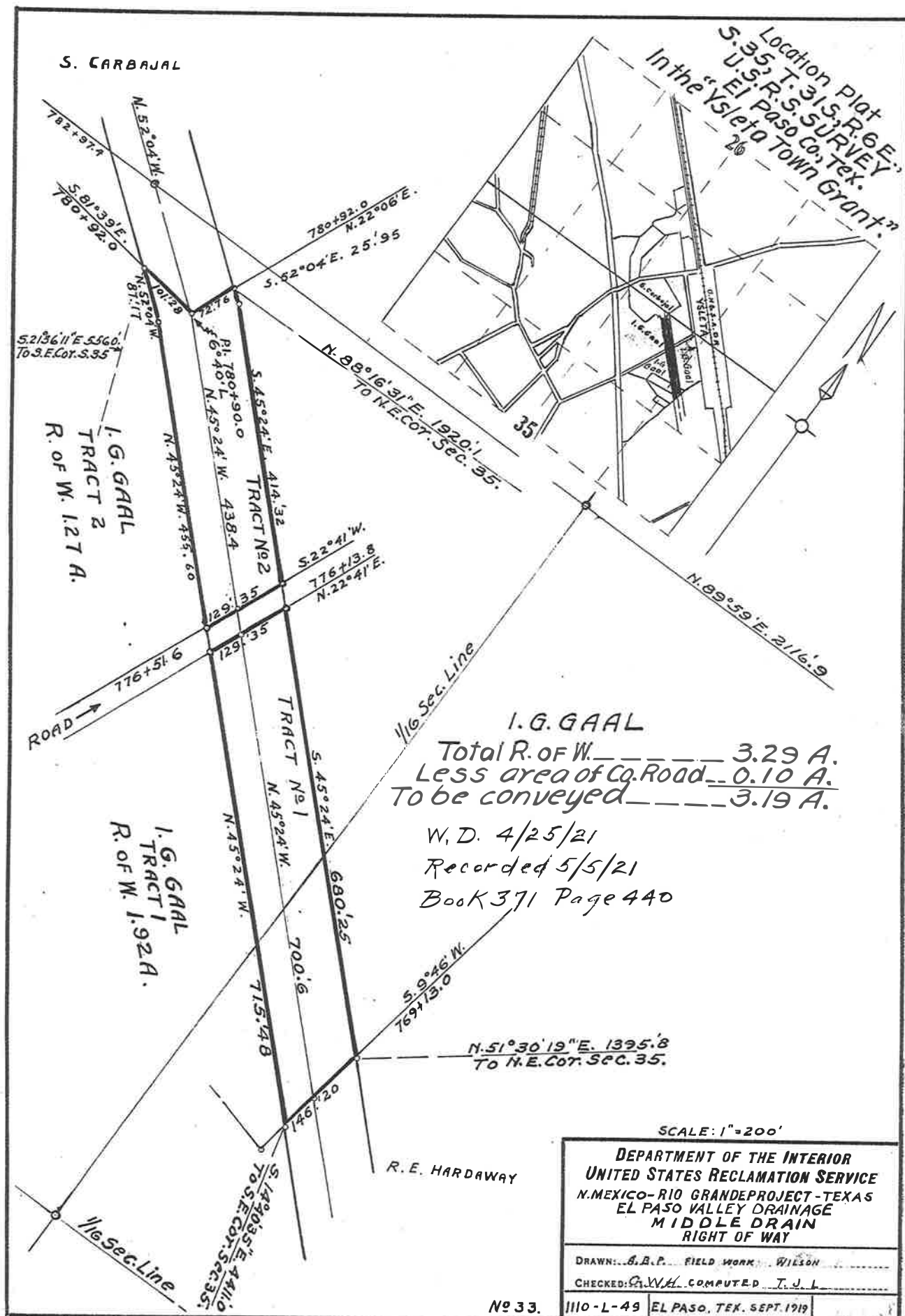
County Court, El Paso County, Texas.

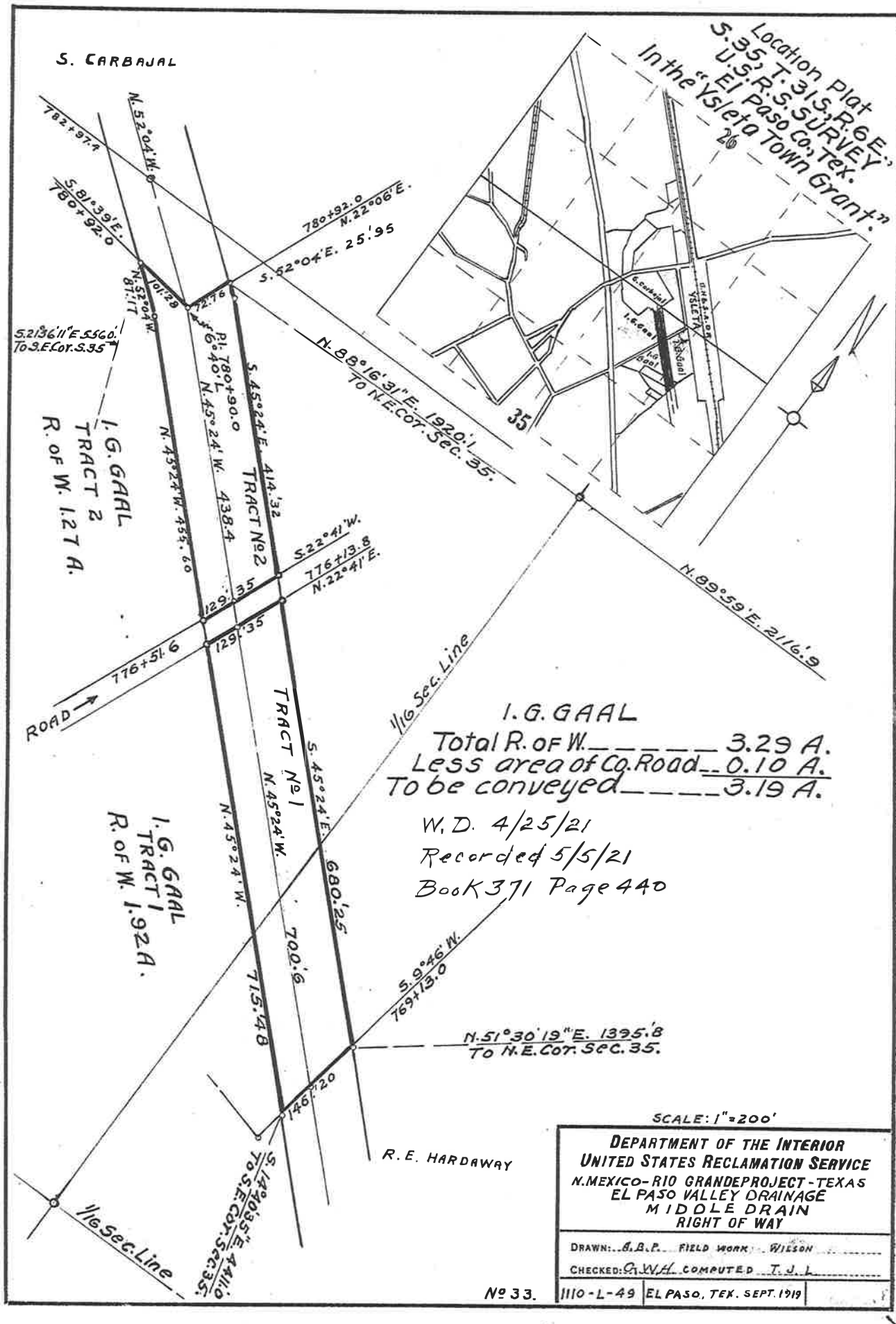
Deputy.

By

ELLIS BROS. PRINTING CO., EL PASO







THE STATE OF TEXAS,)
County of El Paso.)

KNOW ALL MEN BY THESE PRESENTS: that we, I. G. Gaal,

a widower and Chas. B. Gaal, Frank F. Gaal, Geo. W. Gaal, and

Lillian M. Eden, all married, of the County of El Paso, State

of Texas, in consideration of the sum of Eleven hundred

forty-three 25/100 (\$1143.25) Dollars, to us in hand paid

by the United States of America, the receipt of which is hereby

acknowledged, have Granted, Sold Conveyed and by these presents

do Grant, Sell and Convey unto the said United States of America,

all that certain tract or parcel of land, lying in the County of

El Paso and State of Texas and more particularly described as

follows: to-wit:

A tract of land situated approximately one-half ($\frac{1}{2}$) mile east of the town of Ysleta, Texas in the North Half of the Northeast quarter (NE $\frac{1}{4}$) of Section thirty-five (35) 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 southwesterly corner of the tract of land herein described which is a point on property line between land of the ~~Ysleta~~ and R. E. Hardaway, from said point the Southeast corner of said Section 35 bears South fourteen degrees (14°) forty minutes (40') thirty-five seconds (35") East four thousand four hundred eleven (4411.0) feet; thence North forty-five (45°) degrees twenty-four minutes (24') West; at seven hundred fifteen and forty-eight hundredths (715.48) feet southeasterly right of way line of county road; at seven hundred fifty-three and twenty-eight hundredths (753.28) feet northwesterly right of way line of said county road at one thousand two hundred eight and eighty-eight hundredths (1208.88) feet angle point; thence North 52°04' West eighty-seven and seventeen hundredths (87.17) feet to point on property line between land of ~~Ysleta~~ and S. Carbajal; from said point the Southeast corner of said Section 35 bears South twenty-one degrees (21°) thirty-six minutes (36') eleven seconds (11") East, five thousand five hundred sixty (5,560.0) feet; thence along said property line South eighty-one degrees (81°) thirty-nine minutes (39') East one hundred one and twenty-eight hundredths (101.28) feet to corner and North twenty-two degrees (22°) six minutes (06') East seventy-two and seventy-six hundredths (72.76) feet; to point from which the Northeast corner of said Section thirty-five (35) bears North eighty-eight degrees (88°) sixteen minutes (16') thirty-one seconds (31") East one thousand nine hundred twenty and one tenth (1920.0) feet; thence South fifty-two degrees (52°) four minutes (04') East, twenty-five and

COUNTY OF EL PASO.

BEFORE ME,

Jos U Sweeney

A Notary Public

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

personally appeared I G Gaal Chas B Gaal Frank F Gaal Lilliam M Eden

and Geo W Gaal

known to me to be the persons whose names are

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

Given under my hand and seal of office, this 25th day of April A. D., 1921

(SEAL)

JOS U SWEENEY

My com exp June 1 1921

Notary Public El Paso Co 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 instru-

ment to be her act and deed, and declared that she had willingly signed the same for the purposes and consid-
eration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this day of A. D. 19

THE STATE OF TEXAS.

COUNTY OF EL PASO.

I W D Greet

Clerk of the County

Court of said County, do hereby certify that the above instrument of writing, dated on the 25

day of Apr, A. D. 1921 with its certificate of authentication, was filed for record in my

office this 28 day of Apr, A. D. 1921 at 1:20 o'clock P M

and duly recorded the 5 day of May, A. D. 1921 at 1:08 o'clock P M

in the records of said County, in Volume 371 on Pages 440

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

(SEAL)

W D Greet

Clerk County Court, El Paso County, Texas.

By Carolina Nelson

Deputy.

WARRANTY DEED

Single and Wife's Separate Acknowledgment

Filed for record

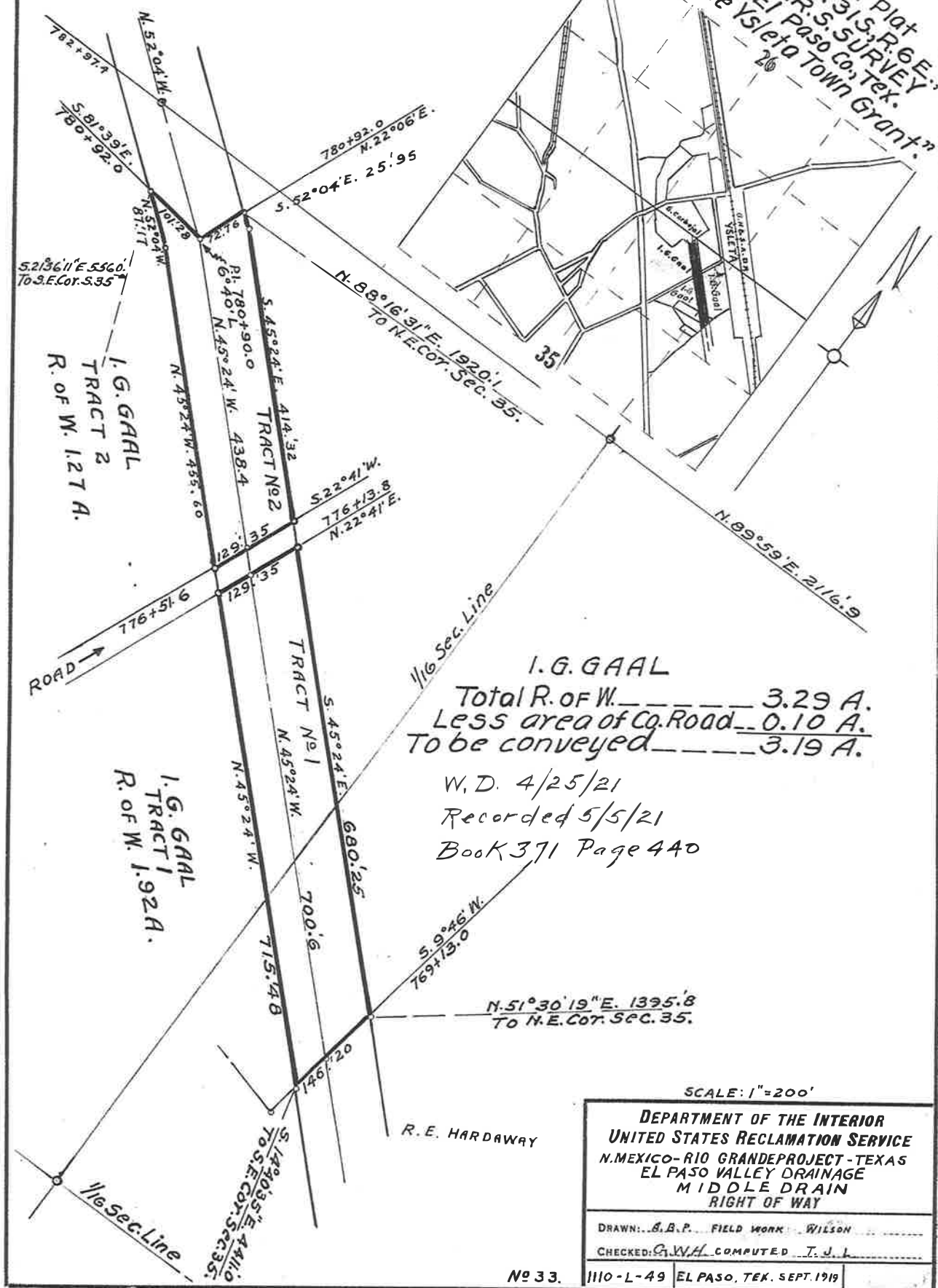
at o'clock M.

Clerk
County Court, El Paso County, Texas.

By Deputy.

ELLIS BROS. PRINTING CO., EL PASO

Location Plat
S. 35, T. 31 S., R. 6 E.,
U. S. P. S. SURVEY,
El Paso Co., Tex.
In the "Ysleta Town Grant"



№ 33.

1110-L-49 EL PASO, TEK. SEPT. 1919

Project Manager

Form 7-276.

Approved by the Department of the Interior, May 8, 1920.
Printed May, 1920.

LAND PURCHASE CONTRACT.
(See pp. 251-263, Vol. 1 of Manual.)

DEPARTMENT OF THE INTERIOR UNITED STATES RECLAMATION SERVICE

Rio Grande

PROJECT, New Mexico - Texas.

This AGREEMENT, made March 7, 1921, in pursuance of the act of June 17, 1902 (32 Stat. 388), and acts amendatory thereof and supplementary thereto, between THE UNITED STATES OF AMERICA, hereinafter styled the United States, by

L. M. Lawson, Project Manager, United States Reclamation Service, thereunto duly authorized, and subject to the approval of the proper supervisory officer of the United States Reclamation Service, and L. G. Gaal, a widower and Chas. B. Gaal, Frank F. Gaal, Geo. W. Gaal, and Lillian M. Eden, all married and

of El Paso, County of El Paso State of Texas (P. O. address.)

hereinafter styled Vendors their heirs, executors, administrators, successors, and assigns. WITNESSETH: The parties covenant and agree that—For and in consideration of the payment of the amount specified herein, upon the conditions herein named and of the mutual benefits to be derived from the construction of reclamation works either upon or in the vicinity of the lands herein described, the Vendor hereby agrees upon the terms and conditions hereinafter stipulated to sell and by good and sufficient general warranty deed convey to the United States of America free of lien or incumbrance the following described real estate which is their separate property situated in the County of El Paso State of Texas

A tract of land situated approximately one-half (1/2) mile east of the town of Ysleta Texas in the North Half of the Northeast quarter (N1/2) of Section thirty-five (35) 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 southwesterly corner of the tract of land herein described which is a point on property line between land of the Vendor and R. E. Hardaway, from said point the Southeast corner of said Section 35 bears South fourteen degrees (14°) forty minutes (40") thirty-five seconds (35") East four thousand four hundred eleven (4411.0) feet; thence North forty-five (45°) degrees twenty-four minutes (24") West; at seven hundred fifteen and forty-eight hundredths (715.48) feet southeasterly right of way line of county road; at seven hundred fifty-three and twenty-eight hundredths (753.28) feet northwesterly right of way line of said county road at one thousand two hundred eight and eighty-eight hundredths (1208.88) feet angle point; thence North 52°04' West eighty-seven and seventeen hundredths (87.17) feet to point on property line between land of vendor and S. Garbajal; from said point the Southeast corner of said Section 35 bears South twenty-one degrees (21°) thirty-six minutes (36') eleven seconds (11") East, five thousand five hundred eighty (5,560.0) feet; thence along said property line South

Read in 27
Correct as to Engineering Data

loaned to the title guaranty company for its use in issuing title certificate, the United States bearing the expense, if any of bringing the abstract down to date.

~~3. In consideration of the premises the Vendor further agrees upon receipt of notice that this agreement has been approved on behalf of the Reclamation Service to furnish promptly, at ^{their} 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 ~~fail~~ or ~~refuse~~ 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.~~

4. The Vendor further agrees to procure and have recorded at ^{their} 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.

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 the deed provided in article 2 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 **Eleven hundred forty-three 25/100 (\$1143.25)**

dollars (\$

), by U. S. Treasury warrant or fiscal 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. The Vendor may retain possession of said premises until **March 7, 1921** notwithstanding earlier delivery of the deed as herein provided, and may harvest and retain the crops

thereon until **March 7, 1921**; except that the proper officers and agents of the United States may at all times have unrestricted access to survey for and construct reclamation works, telephone, and electrical transmission lines, and other structures and appliances incident to said reclamation works, pursuant to said act of Congress, free of any claim for damage or compensation on the part of the Vendor.

8. This agreement shall become effective to bind the United States to purchase said premises immediately upon its approval by the proper supervisory officer of the Reclamation Service, and shall termi-

24 months from its date, unless extended as above provided, and shall inure to the benefit of and be binding upon the heirs and assigns of the Vendor, and also the assigns of the United States.

9. The Vendor expressly warrants that he has employed no third person to solicit or obtain this contract in his behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that he has not paid, or promised or agreed to pay, to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission, or percentage upon the amount receivable by ~~him~~ ^{them} hereunder; and that he has not, in estimating the contract price demanded by ~~him~~ ^{them}, included any sum by reason of any such brokerage, commission, or percentage; and that all moneys payable to ~~him~~ ^{them} 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~~ ^{They} further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the United States, and that the United States may retain to its own use from any sums due or to become due thereunder an amount equal to any brokerage, commission, or percentage so paid or agreed to be paid. *Provided, however,* It is understood that this covenant does not apply to the selling of goods through a bona fide commercial representative employed by the Vendor in the regular course of ~~his~~ ^{their} business in dealing with customers other than the Government and whose compensation is paid, in whole or in part, by commissions on sales made, nor to the selling of goods through established commercial or selling agents or agencies regularly engaged in selling such goods.

10. 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 Vendor hereby releases the United States from all liability due to the failure of Congress to make such appropriation.

11. 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 employe 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)

IN WITNESS WHEREOF the parties have hereto signed their names the day and year first above written.

THE UNITED STATES OF AMERICA,
Witnesses:

By L. M. LAWSON
Project Manager, U. S. R. S.

P. O. Address I. G. Gaal

P. O. Address Chas. B. Gaal Vendor

P. O. Address Frank F. Gaal

P. O. Address Geo. W. Gaal Vendor

P. O. Address Lillian M Eden Vendor

Approved: Box 540
P. O. Address

(Date) El Paso Texas, 192

CERTIFICATE OF ACKNOWLEDGMENT.

STATE OF Texas
COUNTY OF El Paso

ss: Strike out (b) in case the law does not require examination of wife apart from her husband in conveyance of the kind of property described in article 2 hereof.

~~xxxxx~~ Before me, Jos U Sweeney, a Notary Public
and State on this day personally appeared I G Gaal
in and for said county, ~~in the State of Texas, do hereby certify that~~
Chas B Gaal, Geo W Gaal and Lillian M Eden

who ~~are~~ are personally known to me to be the person s whose name s are subscribed to the foregoing instrument, ~~appeared before me this day in person and acknowledged that he executed, sealed, and delivered said instrument of writing as his free and voluntary act, for the uses and purposes therein set forth.~~
and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

(b) I further certify that I did examine the said 13 separate and apart from her husband, and explained to her the contents of the foregoing instrument, and upon that examination she declares that she did voluntarily sign, seal, and acknowledge the same without any coercion or compulsion, and does not wish to retract the same.

Given under my hand and official seal, this 14th day of Feb, 1921
[SEAL.] Jos U Sweeney Notary Public
My commission expires June 1 1921

COUNTY RECORDER'S CERTIFICATE.

STATE OF Texas I hereby certify that this instrument was filed for record at my
COUNTY OF El Paso office at 10:10 am o'clock M. April 1, 1921
and is duly recorded in Vol. 371 of Deed Records
Page No. 192
By County Recorder Fees, \$.

AFFIDAVIT OF DISINTERESTEDNESS.

STATE OF Texas I do solemnly swear (or affirm) that the copy of contract hereto annexed is an exact copy of a contract made by me, personally, with Chas B Gaal, Geo W Gaal and Lillian M Eden that I made the same fairly without any benefit or advantage to myself, or allowing any such benefit or advantage corruptly to the said Chas B Gaal, Geo W Gaal and Lillian M Eden or to 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.
Subscribed and sworn to before me at El Paso, U. S. R. S.
[OFFICIAL SEAL.] this 14th day of Feb, A. D. 1921 My commission expires _____

eighty-one degrees (81°) thirty-nine minutes (39') East one hundred one and twenty-eight hundredths (101.28) feet to corner and North twenty-two degrees (22°) six minutes (06') East seventy-two and seventy-six hundredths (72.76) feet; to point from which the Northeast corner of said Section thirty-five (35) bears North eighty-eight degrees (88°) sixteen minutes (16') thirty-one seconds (31") East one thousand nine hundred twenty and one tenth (1920.1) feet; thence South fifty-two degrees (52°) four minutes (04') East, twenty-five and ninety-five hundredths (25.95) feet; thence South forty-five degrees (45°) twenty-four minutes (24') East; at four hundred fourteen and thirty-two hundredths (414.32) feet northwesterly right of way line of county road; at four hundred fifty-two and twelve hundredths (452.12) feet southeasterly right of way line of said county road at one thousand one hundred thirty-two and thirty-seven hundredths (1132.37) feet a point on property line between land of vendor and said R. E. Hardaway; and from said point the Northeast corner of said Section 35 bears North fifty-one degrees (51°) thirty minutes (30') nineteen seconds (19") East one thousand three hundred ninety-five and eight tenths (1395.8) feet; thence, South nine degrees (9°) forty-six minutes (46') West one hundred forty-six and twenty hundredths (146.20) feet along said property line to point of beginning; said tract of land containing three and twenty-nine hundredths (3.29) acres from which is to be deducted ten hundredths (0.10) acre contained in said county road, leaving three and nineteen hundredths (3.19) acres more or less which is the land herein agreed to be conveyed.

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

REPORT ON LAND AGREEMENT

DEPARTMENT OF THE INTERIOR UNITED STATES RECLAMATION SERVICE March 7, 1921

I. G. Gaal et al.

INFORMATION relating to agreement made

191 , with

El Paso Valley middle drain

Rio Grande

El Paso

for the purchase of land required for

Texas.

purposes,

Project.

County,

3.19 acres in N¹ of

sec. 35, T. 31 S., R. 6 E., U.S.R.S. survey, El Paso County.

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

2. State nature, number, and date of entry by which it was acquired under public land laws, also date of final certificate and patent, if such have been issued.

Land is part of Ysleta (Mexican) Grant; not U.S. public land; no U.S. public land in Texas.

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

I. G. Gaal, widower; Frank F. Gaal, Geo. W. Gaal, Chas. B. Gaal, and Lillian M. Eden, all married, children of said I. G. Gaal, who inherited an interest in the land upon their mother's decease. Land was formerly community property. Address of all parties, Box 540, El Paso, Texas. Land is not homestead property as to any parties, hence joinder of wives not necessary. As to non-joinder of husband, 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.

Above named parties in possession. No tenants.

band of Lillian M. Eden, her disability to convey without husband has been removed by Court order

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

Yes; right of way not being invoked, in line with general policy now obtaining.

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 in cultivation, variety of crops.	
1.92 acres (south of road) at \$200,	\$384.00
1.27 " (north of road) at \$350,	444.50
10 pear trees at \$10	100.00
Adobe house (estimated with cost of framing, etc.)	214.25
	<u>\$1,143.25</u>

This land is in a section of El Paso Valley where the values on the actual market are relatively high.

7. If any portion of the land is irrigated, state what water rights go with the land and how much of the cultivated and how much of the uncultivated land is capable of irrigation.

All irrigable; all irrigated. Water rights usual with those obtaining for stock-subscribed lands under the Rio Grande project.

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

\$200 to \$600 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.

This land lies in a very desirable part of the valley, near the town of Ysleta, where landowners are putting sale values with reference to location as a consideration of more importance than enhanced values by reason of operations of the Service, thus increasing the price to be paid for land for right of way.

The above is a correct statement of the information procured.

Dated **El Paso, Texas, March 7, 1921**

191

(Signature) **CRO T HODLEY**

(Title) **Assistant Engineer.**

In Charge of Negotiations.

Approved:

L M 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, 1913 edition, pages 233-237.

1. As soon as possible after it has been ascertained that the property will be required, the Project Manager should forward to the Director of the Reclamation Service 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. 11 and 23, pp. 227 and 231.)

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 is 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. 20, 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) 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 engineer 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), paragraph 38, page 236 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 officials at Washington, D. C. In this connection, see also Manual, par. 12, page 227.

16. For a general discussion of this subject see pages 96 to 100 of Water-Supply Paper No. 93.

When the land is donated, the proposed relinquishment should be submitted to the Project Manager for his recommendation. The Project Manager should be notified of the date of the proposed relinquishment, and the Project Manager should be notified of the date of the proposed relinquishment.

7-281

REPORT ON LAND AGREEMENT.

For	purposes.	project.	M.	191	6-2893
Sec.	T.	R.	B.	Date	51-2-12 51-2-51
Belonging to	County of	State of	Submitted by		

(C O P Y)

The State of Texas, County of El Paso:

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

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

(Signed) I. G. Gaal

Sworn to and subscribed before me, this 15th day of December, A. D. 1920.

(SEAL) My com. exp.
June 1 1921

(Signed) Geo W Hoadley
Notary Public, El Paso
County, Texas.

.

The State of Texas, County of El Paso:

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

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

(Signed) A. Schildknecht

Sworn to and subscribed before me, this 12th day of January, A. D. 1921.

(Seal)

My com. exp. June 1 1921

(Signed) Geo W Hoadley
Notary Public, El Paso
County, Texas.

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

CERTIFICATE.

I HEREBY CERTIFY That the land described in the agreement dated March 7, 1921, with I. G. Gaal et al., is required for purposes authorized by the Act of June 17, 1902 (32 Stat. 388), namely, as right of way for the El Paso Middle Drain, a part of the Rio Grande project; that the consideration to be paid thereunder, \$1,143.25, is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

El Paso, Texas,
March 7, 1921.

L M LAYSON

Project Manager.

We, the undersigned, members of a board designated to fix the value of the land to be purchased from I. G. Gaal et al. by the United States for right of way for the middle drain, El Paso Valley, described in agreement to sell dated March 7, 1921, find that the fair and reasonable consideration to be paid by the United States is \$1145.25 cash.

El Paso, Texas.
March 7, 1921.

Representative El Paso County
Water Improvement District
No. 1.

Representative U. S. Reclama-
tion Service.

Mr. I. G. Gaal,
Box 540,
El Paso, Texas.

Dear Sir:

Transmitted herewith is agreement to sell 3.19 acres of what you designate as the Home Place, for middle drain right of way. This contract has been prepared for signatures of yourself, sons, and daughter. Upon execution of same we will obtain title guaranty. We have abstracts for the property that was the subject of the Krause litigation, but not for the Home Place, and if abstracts for Home Place are not in the hands of the Pioneer people at present, it will be well either to bring them into our office or to the office of the Pioneer company.

It was our intention to frame a simpler form of contract for this purchase, but the amount exceeds that allowed by the Government regulations for a simpler form, and hence the necessity for title guaranty and abstracts.

There is also attached an affidavit as to possession, which please sign and return with the contract.

Very truly yours,

P W DENT

District Counsel.

incls.

El Paso, Texas, March 28, 1921.

County Clerk for El Paso County,

El Paso, Texas.

Dear Sir:

Transmitted herewith for official record is contract dated March 7, 1921, between the United States and I. G. Gael et al.

Very truly yours,

P W DEET

District Counsel.

incl.

El Paso, Texas, April 9, 1921.

Mr. I. C. Gaal,
Box 540,
El Paso, Texas.

Dear Sir:

Transmitted herewith to be executed by yourself and your children, is warranty deed for 3.19 acres of your

"Home Place." The Pioneer people have expressed their willingness to issue title certificate for this land, and upon return of the conveyance properly executed we will take the further necessary action.

Very truly yours,

R W DEET

incl.

District Counsel.

El Paso, Texas, April 15, 1921.


Mr. I. G. Gasl,
Box 540,
El Paso, Texas.

Dear Sir:

I have the deed conveying 3.19 acres which you left, unexecuted, at the office. Mr. Dent tells me that you are under the impression that you had formerly executed another deed for the same property, and that therefore you regarded the present instrument as unnecessary. This is, however, the first deed that has been drawn for the particular piece of land. The instrument is again returned to you, with the request that it be executed by yourself and children.

Again assuring you that the facts are as above stated,

Very truly yours,


A. J. District Counsel.

incl.

El Paso, Texas, April 26, 1921

Pioneer Abstract and Guarantee Title Company,

El Paso, Texas.

Gentlemen:

Transmitted herewith is warranty deed executed by I. C. Gasl et al., conveying to the United States 3.19 acres of land for which title certificate was requested in application dated March 28, 1921. It is understood that you have examined this title and find same good, and will be in position to issue the certificate upon recordation of the attached deed. Letter to the county clerk covering matter of recordation is also inclosed.

Very truly yours,

F W DENT

District Counsel.

inclos.

El Paso, Texas, April 26, 1921

County Clerk for El Paso County,

El Paso, Texas.

Dear Sir:

Transmitted herewith for official record is warranty deed dated April 25, 1921, running from I. G. Gual et al. to the United States.

Very truly yours,

P. F. DEET

District Counsel.

incl.

El Paso, Texas, April 30, 1921.

Mr. I. G. Gaal,
Box 540,
El Paso, Texas.

Dear Sir:

Title certificate for 3.19 acres of land taken for middle drain, part of your Home Place, has been delivered to me, and the tax statement contained therein shows that taxes for the year 1896, amounting to \$8.45 without interest, penalties, or costs, are unpaid. Will you kindly settle this tax item with the county tax collector, in order that we may proceed to payment for the land?

Please advise when the above matter is accomplished.

Very truly yours,

P W DEBT

District Counsel.

AFFIDAVIT.

State of Texas, County of El Paso.

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

That he is over twenty-one years of age; that his post-office address is El Paso, Texas; that he is the same party who executed a contract with the United States of America dated March 7, 1921, agreeing to convey to the United States a certain right of way containing 3.19 acres of land in El Paso County, Texas, and in said contract more fully described; that prior to and including the date of said contract, for a period of 25 years, he, affiant, held actual, peaceable, adverse, continuous, exclusive, and hostile possession of the tract of land of which the said described right of way agreed to be conveyed to the United States is a part, cultivating, using, and enjoying the said entire tract and paying all taxes thereon each and every year during said period of possession, and having the said entire tract of land during all of said period of time under fence and thereby segregated from all adjoining lands, said possession, however, being not hostile to heirs of his, affiant's, deceased wife.

Sworn to and subscribed before me this 14th day of March, A. D. 1921.

(Seal)
My com. exp.
June 1, 1921.

Geo. W. Sweeney
Notary Public in and for
El Paso County, State of Texas.

POSSESSORY CERTIFICATE.

Rio Grande Project,
El Paso, Texas, March 7, 1921.

I, Geo. W. Hoadley, Assistant Engineer, United States Reclamation Service, certify that I have personally examined the land sought to be acquired by the United States from I. C. Gaal, et al., in the north half of the northeast quarter of sec. 35, township 31 south, range 6 east, U.S.R.S. survey, El Paso County, Texas, for the Rio Grande project, 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 are in possession of any part of it.

GEO W HOADLEY

Assistant Engineer.

THIS IS TO CERTIFY, In regard to a tract of land containing 3.19 acres purchased from I. G. Gaal et al. under agreement to sell dated March 7, 1921, and the title guaranty issued in connection therewith dated April 28, 1921:

That the copy of tax certificate contained in the said title guaranty is a correct copy of that contained in Pioneer Abstract of Title No. 22535; that as to taxes shown to be unpaid for the year 1896, this item relates to two tracts of land containing 21 acres and 50 acres which, upon examination, are found not to be touched by the said 3.19 acres which the United States has acquired (see statement by county tax collector under date of May 4, 1921, attached to tax statement contained in title guaranty); that as to taxes for the year 1921, which taxes were not assessed at the date of the warranty deed conveying title to the United States, decision by the Secretary of the Interior dated April 25, 1910 (D-11479), which is a letter to the Director of the Reclamation Service, holds that, as to the United States, which is a party exempt from taxation by State authority, "if property is acquired while the proceedings are in fieri by one exempt from taxation, the taxing proceeding is arrested, and a tax, though subsequently levied, is not a lien effectual against the title."

El Paso, Texas,
May 10, 1921.

P W DEHT

District Counsel.

(Reference is made to letter March 26, 1920, from Dr. To C. Of C. in regard to land purchase from J. W. Johnson, Rio Grande project.)

CONTAINED IN TITLE CERTIFICATE.

The inclosures with this land purchase are as follows:

Orig. agreement to sell dated March 7, 1921.
Orig. and 1 copy warranty deed, with 2 blueprints.
Orig. title guaranty, which contains tax statement.
Orig. and 1 copy possessory certificate.
Orig. and 1 copy affidavit by landowner as to his possession.
1 extra copy above certificate.

(This has been retained as a copy only.) The County tax records of El Paso County, Texas, show that I. G. Gaal was assessed with 15.3 acres in Ysleta, and Mrs. F. C. A. Gaal was assessed with 2 acres in Ysleta, all in El Paso County, Texas, upon which taxes were paid for the year 1896 and I. G. Gaal makes the statement that said land above mentioned covers the lands set forth in this instrument attached hereto; namely, 3 acres and three 2 acre tracts; he also states that the 21 and 30 acre tracts as shown due for the year 1896 are not a part of the (over)

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

Rio Grande Project **El Paso, Texas,**
(Place)

MAR 18 1921
(Date)

Project Manager to Chief of Construction, thru District Counsel.

~~xxxxxxx~~
Subject: Forwarding for approval contract dated **March 7, 1921**
With **I G Gual et al.**

Estimated amount involved, \$ **1143.25**

Authority No. _____
or Clearing Acct. _____

Accompanied by bond and 2 copies

(Insert "Yes" or "No" bond)

No bond.

6-8b

Purpose:

Purchase of right of way for El Paso Valley middle drain.

This land is not homestead property, as to any of the parties Vendor.

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

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

and

~~xxxxxxx~~
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. 10, Page 205, Vol. 1 of Manual.

L. H. LARSON
(Signature)

Denver, Colo.

March 26, 1921.

The above described contract and bond, if any, approved

by **F. E. Keymouth**

on **March 26, 1921.**

Chief ~~of Construction~~ **Engineer.**

Enc. ~~Original contract returned herewith to Project Manager, for recording and further appropriate action.~~ Denver, Colo.

Chief of Construction to Director:

It is recommended that the above described contract be executed approved and bond if any approved.

Inclosures:

**ORIGINAL AGREEMENT TO
SELL TO BE RETURNED
TO PROJECT MANAGER
FOR RECORDATION AND
FURTHER APPROPRIATE AC-
TION.**

NEWSLIPS:

(Signature)

executed

Washington, D. C.

Contract approved and bond, if any, approved by

on

ORIGINAL and 2 copies of contract

ORIGINAL and 2 copies of town letter of transmittal

Inclosures:

Owner's Application

PREMIUM RATES COVER ONLY THE TITLE AT DATE OF APPLICATION

Delivered
to Pioneer
with plat,
personally
3/28-21
Have

No.

El Paso, Texas, March 28, 1921

Promised

The undersigned hereby applies to the PIONEER ABSTRACT AND GUARANTEE TITLE COMPANY for a Guarantee Certificate of Title in its usual form, in the sum of \$ 1143.25 upon the title to the lands hereinafter described.

It is agreed that the following statements are correct and true, and that any false statements or any suppression of any material information shall void said certificate.

Premium \$

Charges guaranteed by

No. Abs. Left

Estate or interest to be guaranteed: Fee simple.

Legal description of premises: 3.19 acres Ysleta (see attached description) more fully described in contract to sell dated March 7, 1921, between

Vacant or Improved: Now occupied by middle drain. /I.G. Gaal et al: to-day /mailed for recording.

House number and street: ---

Value \$1143.25 Ground and Improvements

In possession of United States.

Claiming under Possession granted by above described contract to sell.

By virtue of { Conveyance from
G't descent bequest

If by inheritance, give names of other descendants

Marriage relation of present owner { Married Chas. B. Gaal, Frank F. Gaal, Geo. W. Gaal, Lillian M. Eden.
~~xxxx~~
Widowed I G Gaal

In whom is Record Title now vested I G Gaal { Married { Name of Wife
Widower. { Single { Name of Husband

Homestead? No If not, what property is claimed as homestead? El Paso city property.

Residence of present owner. El Paso, Texas.

Residence of party to be guaranteed Care U S R S El Paso

Occupation of present owner Capitalist.

Occupation of party to be guaranteed

How to be conveyed Warrenty deed running to United States with above named parties as grantors.

Is any building now being constructed or repaired on the premises? Now occupied by middle drain El Paso Valley.

Any contract being made for any improvements? -- See above.

Has any material been delivered on the premises, and by whom? See above. When?

Mechanic's Lien on the premises No.