

MO. MOON, WILLIAM et. ux. Mary

WARRANTY DEED

MIDDLE DRAIN (157) 0023-0078-0031-00

~~12-(51) FEMAS~~



THE STATE OF TEXAS, }  
COUNTY OF EL PASO.

KNOW ALL MEN BY THESE PRESENTS:

That ~~we~~, William Moon and Mary Moon, husband and wife,

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

Three hundred nineteen and 50/100 (\$319.50) - - - - - DOLLARS,

to us in hand paid by the United States of America pursuant to the act of Congress of June 17, 1902, (32 Stat., 388) and acts amendatory thereof or supplementary thereto

the receipt of which is hereby acknowledged

have ~~we~~ Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said the United States of America

~~on the following described premises~~ all that certain tract or parcel of land, lying in the County of El Paso and State of Texas and more particularly described as follows, to-wit: A tract of land in Northwest quarter of the southeast quarter and the southwest quarter of the northeast quarter, Section seven (7), Township thirty-two (32) South, Range Seven (7) East, United States Reclamation Service survey and Socorro Grant and more particularly described as follows: Beginning at a point on the west boundary of right of way of the G. H. & S. A. Ry. said point being the most easterly corner of land of Grantor herein and most northerly corner of land of Mrs. J. L. James and from which point the Southeast corner of said Section 7 bears south 27°48' East, three thousand twenty-eight & four tenths (3028.4) feet; thence along property line between land of Grantor herein and said Mrs. J. L. James South 44°02' West, one hundred forty-one and seven tenths (141.7) feet; thence north 37°11' West, one thousand three hundred eighty-three and eight tenths (1383.8) feet to a point on the south boundary of right of way of county road; thence along said boundary North 60°32' East one hundred forty-one and three tenths (141.3) feet to a point on the west boundary of right of way of the G. H. & S. A. Ry., said point being the most northerly corner of land of vendor herein; thence along said boundary South 37°11' East, one thousand three hundred forty-three & two tenths (1343.2) feet to the point of beginning; said tract of land containing four and thirty-eight hundredths (4.38) 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~~ assigns forever; and we do hereby bind ourselves, our heirs, executors and administrators, to Warrant and forever Defend, all and singular, the said premises unto the said

the United States of America, its successors or

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

WITNESS our hand ~~at~~ at El Paso, Texas, this 9th day of August, A. D. 1920.

Witnesses at Request of Grantor

U. S. Doc. Rev. stamp 50 cents

affixed and cancelled.

MARY MOON

WILLIAM MOON

Correct as to Engineering Data G. M. F. Read - M. C. F.



# THE STATE OF TEXAS

COUNTY OF EL PASO.

BEFORE ME,

Geo W Hoadley, a Notary

Public

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

personally appeared **William Moon**

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 9th day of August A. D. 1920

My com exp June 1 1921  
(SEAL)

GEO W HOADLEY

Notary Public.

# THE STATE OF TEXAS

COUNTY OF EL PASO.

Before me,

Geo W Hoadley,

a Notary Public

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

**William Moon**

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 **Mary Moon** 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 9th day of August A. D. 1920

My com exp June 1 1921.

GEO W HOADLEY

(SEAL)

Notary Public.

# 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 9th day of August, A. D. 1920, with its certificate of authentication, was filed for record in my office this 10th day of Aug, A. D. 1920, at 2:20 o'clock P M and duly recorded the 12th day of August, A. D. 1920, at 11:55 o'clock A M in the records of said County, in Volume 369 on Pages 135.

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

at 10 o'clock M.

Clerk  
County Court, El Paso County, Texas.

Deputy  
By

ELLIS BROS. PRINTING CO., EL PASO



COLLECTOR'S NO.  
1393

REDEMPTION RECEIPT

NOTE.—This stub of receipt should be held by owner, until the redemption is perfected. The original and a duplicate receipt will be sent to State Comptroller and perfected, then returned to the Collector, to whom application should be made for perfected Certificate of Redemption.

TAX COLLECTOR'S OFFICE, **EL PASO** COUNTY, TEXAS

Received of Wm Moon 8/9 19 20  
the sum of \$989 in

Redemption of the following Real Estate, which was reported delinquent, or sold to the State for taxes for the year designated.

DESCRIPTION OF PROPERTY REDEEMED

Abst. No.	Cert. No.	Survey No.	ORIGINAL GRANTEE	Acres Redeemed	Lot No.	Block No.	Div.	Sub-Div.	Addition	CITY OR TOWN
216			Socorro	59 3/4						

To Whom Assessed	Years Sold or Delinquent	Taxes, Interest and Penalty	STATE TAXES			COUNTY TAXES			
			Ad valorem	School	Pension	Ad valorem	Dist. School	Road	Special
Wm Moon	1902	TAXES	67	72		100			165
J. Lowenstein		Poll							
		Int., Pen.	76	82		114			188
		TAXES							
		Poll							
		Int., Pen.							
		TAXES							
		Poll							
		Int., Pen.							
		TAXES							
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		Int., Pen.							
		TAXES							
		Poll							
		Int., Pen.							
		TAXES							
		Poll							
		Int., Pen.							

TOTAL	143	154	214			353
Total State and County Taxes, Interest and Penalty						862
Costs						125
TOTAL AMOUNT PAID IN REDEMPTION						989

By [Signature] Deputy Tax Collector. **R. E. RICHIEY**

WHEN WRITING GIVE NUMBER OF RECEIPT AND NAME OF COUNTY.



1343

Received of Mr. W. H. ... El Paso, Texas, 9/9 1922

In Redemption of Surveys 69 M 1000 Dollars, Fees

Blk. ... Addition ...

Clerk County Court, El Paso County, Texas

\$ 1.00



Fees \$ 1.00

EL PASO, TEXAS, 8/10/20, 192

RECEIVED for record the following instrument:

No. 26888 W/A from Wm mon at res  
to a right States of Quivera

*Reclamation Service*  
~~U.S. DEPARTMENT OF AGRICULTURE~~ ~~FILE NO.~~

RETURN THIS RECEIPT

W. D. GREET,  
Clerk of the County Court, El Paso County, Texas

By Wm Quivera  
Deputy.



Contract filed for  
record 44-20

See H. H. Schutz  
Franklin Drain



REPORT ON LAND AGREEMENT

DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

INFORMATION relating to agreement made **January 31** 19 **20**, with

**William Moon and Mary Moon, husband and wife,**  
for the purchase of land required for **middle drain**  
purposes, **Rio Grande** Project, **El Paso**  
County, **Texas.**

1. State description and approximate area of land to be conveyed. **4.38 acres in NW 1/4 SE 1/4 and SW 1/4 NE 1/4 sec. 7, T. 32 S, R. 7 E., U.S.R.S. Survey, El Paso County, Texas.**

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

**Land is in Texas, portion of Mexican grant; no United States Public Lands in this State.**

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.

**William Moon and Mary Moon, husband and wife; both of Ysleta, Texas; sole owners.**

4. State who is in possession of the premises to be conveyed, or of any part thereof, and if a tenant, give his name and post-office address. If the land is held under a lease, state the general terms of the lease, and the date when the tenant is to give up possession, or if some arrangement has been made with the tenant in case his interest in the land desired for acquisition will be affected.

**Owners as stated above; no tenants; no leases.**

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

**Land subject to right of way by virtue of stock-subscription contract between landowners and water users' association (now District); said right of way provision not now 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.*

4.06 acres at \$75, fully cultivated by clearing, leveling, bordering, and having been worked up for crops. \$304.50

0.32 acres of little or no value . . . . . 0.00

Amount allowed Vendor for title guaranty (which amount will be deducted from purchase price when payment is made, upon the furnishing the title guaranty). 15.00

No buildings.

\$319.50

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

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

\$150 - \$200 per acre.

9. State fully any other matters relative to the land or to the purchase that may be of interest to the Government, especially concerning possible injury or benefit to other portions of this tract.

Drain will be of general benefit to the community.

Dated February 14, 1920.

191

(Signature) Geo W Hoadley

(Title) Field Assistant.

*In Charge of Negotiations.*

Approved: L K 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 boundry 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

G-1903



CERTIFICATE.

This is to certify in regard to a tract of land containing four and thirty-eight hundredths (4.38) acres purchased from William Moon et ux. under agreement to sell with these parties dated January 31, 1920:

That the copy of the tax statement contained in the title guaranty for the said land has been compared with the original tax statement in Pioneer Abstract No. 18969 and found to be a correct copy: that the land taken by the United States for right of way, is a part only of the tracts described in the said tax statement as containing nine (9) acres and fifty (50) acres, which tracts are those first described and combined as fifty-nine and seventy-five hundredths (59.75) acres and shown to have taxes due thereon for the year 1902, and that as to the taxes for that year, the same were paid by William Moon subsequent to the rendition of the tax statement, which payment is evidenced by a tax receipt which I have personally examined and further evidenced by the endorsement upon the tax statement in the title guaranty by the tax collector under date of August 9, 1920; and it is further certified that the remaining items of delinquent taxes in the tax statement relate to small tracts of land which the Government right of way does not touch; and as to taxes for the year 1920, 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) 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.

12-20-1920

P W DENT  
District Counsel.

The inclosures with this land purchase are as follows:

Orig. agreement to sell dated January 31, 1920.

Warranty deed and 1 copy, with 2 blueprints.

Title guaranty.

Orig. and 1 copy affidavit as to possession.

1 copy each letters April 11, 1918, and June 26, 1918,

Chief Counsel to C. E. El Paso.

Orig. possessory certificate.

Extra copy above certificate.

(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.)



El Paso, Texas,  
July 27, 1920.

Mr. William Moon,  
Rockport, Texas,  
Box 412.

Dear Sir:

We received your letter of June 25, in regard to taxes, some days ago. We trust that the taxes will be straightened out at an early date.

The Pioneer Company has stated that title certificate may issue upon execution by yourself and Mrs. Moon of proper warranty deed conveying title to the United States. Deed is enclosed herewith, which please sign and acknowledge and then forward to Mrs. Moon for the same procedure. If Mrs. Moon is in this vicinity, and will call at our office, the notary here will be pleased to take her acknowledgement without charge.

The deed must have affixed a U. S. documentary revenue stamp for 50¢ which it is customary for the grantor to supply and which please do not overlook.

With the deed duly executed and recorded and issuance of the title certificate, the only matter standing between you and a Government check in payment of this account, will be the taxes.

Very truly yours,

P W DENT

District Counsel.



El Paso, Texas, June 21, 1920.

Mr. William Moon,  
Box 412,  
Rockport, Texas.

Dear Sir:

We have your letter of the 17th, and note that you do not admit any taxes being unpaid, except the 1902 item of \$4.45. We regret that you did not write direct to the tax collector, as we believe the very clear statements you have made would be the means of straightening out this matter. It is suggested that you write a letter to the county officials similar to the one you have addressed to us, and have them explain the items stated to be due or else strike them from your account.

We would be glad to take this matter up for you, but our experience in attempting to clear up tax disputes has been uniformly satisfactory. You will appreciate that it is very difficult for one not personally familiar with the history of a title and payment of back taxes, to convince the tax collector that his records are at fault. We would like very much to close this land purchase and trust that you can find time to correspond direct with the tax collector's office.

Thanking you for this and other favors,

Very truly yours,  
P. W. Dent  
District Counsel.



CPH-1

El Paso, Texas, June 8, 1920.

Pioneer Abstract & Guaranty Title Company,  
First National Bank Bldg.  
El Paso, Texas.

Gentlemen:

We are returning herewith abstract No. 18969, relating to the William Moon land. We wish to have a title guaranty for the tract of 4.38 acres as referred to in our letter of April 21. We will have Mr. Moon execute warranty deed running to the Government if you find title good in him.

We are also returning the bill for \$75.00 in order that this amount may be reduced to conform to the existing rates for Government work.

Very truly yours,

P W DENT

District Counsel.

2 Encl.

*appl. inclosed.*

*amt. to be guaranteed \$319.50*



El Paso, Texas,  
June 10, 1920.

Mr. Wm. Moon,  
Ysleta, Texas.

Dear Sir:

The Pioneer Company have just completed your abstract of title and we are requesting them to go ahead with the examination with a view to issuing title certificate. At this time it is desired to call your attention to the effect that taxes of a considerable amount are shown to be unpaid. The tax statement shows the following:

For the year 1902 Moon & Loewenstein 59.75ac.	\$4.45	o.k.
For the year 1898 to 1917 R.C. Olguin 1 lot	10.48	
For the year 1901-03-16 to 18 Jose A. Lujan 1 lot	9.11	
For the year 1917-18 Jose A. Lujan 2 acres	3.14	
For the year 1899 to 03 -09-11 to 16 Salome Martinez 1 lot	<u>17.93</u>	

If you desire us to do so, we can pay what taxes are due and make deduction therefor. If there is any error in this tax statement kindly take up the matter direct with the Tax Collector's office and endeavor to straighten it out, advising us of the results. You will appreciate that the taxes are a lien on the land and that settlement cannot be made until they are all paid.

Very truly yours,

P W DENT

District Counsel.



El Paso, Texas,  
April 21, 1920.

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

Gentlemen:

Please prepare an abstract showing 4.38 acres belonging to William Moon located in the Socorro Grant and more fully shown by the attached blueprint. Make this abstract embody only such muniments as are necessary for your examination, with a view to title guaranty, but as the abstract will eventually be paid for by Mr. Moon and will later be turned over to him, it is probably best to recite therein that it is an abstract of this entire holding and not merely the 4.38 acres to be acquired by the Government. The Government right of way is more fully described in a contract with William Moon and wife dated January 31, 1920, which was recently filed for record.

We also wish title certificate for this tract of 4.38 acres and are sending herewith application for the guaranty. The amount to be paid is \$319.50. Mr. Moon states that he has held this land for over thirty years and you will probably find the title good. If so, notify us and we will have Mr. Moon execute warranty deed running to the Government.

Very truly yours,

P W DENT

District Counsel.

2 Encl.



DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

304-

OFFICE OF  
DISTRICT COUNSEL

El Paso, Texas,  
April 7, 1920.

Mr. William Moon,  
Ysleta, Texas.

Dear Sir:

We have just received notification of approval by our Department of your contract of January 31, 1920, for Middle drain right of way across what we understand is your homestead place in the Socorro Grant.

Please supply your abstract of title, which will be used by the company which is to furnish title guarantee, in examining title to your place. The abstract will be returned to you when this examination has been made.

Very truly yours,

P. W. Dent

District Counsel.

Box 412 Rockport Texas Apr 17<sup>th</sup> 1920

Mr P. W. Dent District Council

Dear Sir

U. S. R. Service

Just received the above forwarded from El Paso Tex Ysleta by my wife. Replying will ask your Dept to have the necessary Abstract made at my expense as I can not get up to El Paso for some time. I come probably July or August. Will say how ever that I have owned this property for past 34 years and have been living on same as a homestead for past 14 years. I am employed on the S. A. R. Ry Co as a Conductor but my family lives in the place all the time. Yours Very Truly Wm Moon



El Paso, Texas,  
April 7, 1920.

Mr. William Moon,  
Ysleta, Texas.

Dear Sir:

We have just received notification of approval by our Department of your contract of January 31, 1920, for Middle drain right of way across what we understand is your homestead place in the Socorro Grant.

Please supply your abstract of title, which will be used by the company which is to furnish title guarantee, in examining title to your place. The abstract will be returned to you when this examination has been made.

Very truly yours,

*P. W. Dent*  
G. P. Harvey

~~Asst.~~ District Counsel.



El Paso, Texas, August 9, 1920.

County Clerk for El Paso County,

El Paso, Texas.

Dear Sir:

Transmitted herewith for official record is warranty  
deed dated August 9, 1920, running from William Hoon et ux.  
to the United States.

Very truly yours,

P W DENT

District Counsel.

incl.



El Paso, Texas, August 9, 1920.

Pioneer Abstract and Guarantee Title Company,

El Paso, Texas.

Gentlemen:

Transmitted herewith is warranty deed dated August 9, 1920, running from William Moon et ux. to the United States, conveying 4.38 acres of land in the Socorro Grant for which you recently prepared abstract. There is also attached a letter to county clerk for filing the deed for record.

We shall look for title certificate if you now find title properly vested in the United States.

Very truly yours,

F W DENT

District Counsel.

incls.



The State of Texas, County of El Paso.

Before me, F. G. Candalaria, a Notary Public in and for El Paso County, Texas, on this day personally appeared ~~Mrs.~~ Mary Moon, wife of William Moon, 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 ~~Mrs.~~ Mary Moon 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 10th day of February, A. D. 1920.

(SEAL)

F G CANDELARIA Notary Public,

My commission  
expires June 1st 1921

El Paso Co Texas.



10. 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, on vesting 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 Vendors fail or refuse 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 Vendors, 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 their disposal abstract of title, the same shall be loaned to the title guaranty company for its use in issuing title certificate, the United States bearing the expense, if any, of bringing the abstract down to date.

11. The Vendors expressly warrant that they have employed no third person to solicit or obtain this contract in their behalf, or to cause or procure the sum to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that they have 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 them hereunder; and that they have not, in estimating the contract price demanded by them, included any sum by reason of any such brokerage, commission, or percentage; and that all moneys payable to 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. They further agree 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 Vendors in the regular course of 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.



CERTIFICATE.

I HEREBY CERTIFY That the land described in the agreement dated January 31, 1920, with William Moon and Mary Moon, his wife, is required for purposes authorized by the Act of June 17, 1902 (32 Stat., 388 ), namely, as right of way for the middle drain, a part of the Rio Grande project; that the consideration to be paid thereunder, \$319.50, is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

IM LAMSON

Project Manager.

El Paso, Texas,

January 31, 1920.



POSSESSORY CERTIFICATE  
RECLAMATION SERVICE

Rio Grande Project, El Paso, Texas, February 2, 1920.

I, Geo. W. Hoadley, Field Assistant, United States Reclamation Service, certify that I have personally examined the land sought to be acquired by the United States from William Moon and wife, in NW $\frac{1}{4}$  of SE $\frac{1}{4}$  and SW $\frac{1}{4}$  of NE $\frac{1}{4}$  sec. 7, T. 32 S., R. 7 E., United States Reclamation Service survey, containing 4.38 acres, more or less, El Paso County, Texas, for the Rio Grande Project, and that the said proposed grantor was in actual, sole, and exclusive possession of the land proposed to be conveyed, claiming to be the owner, and no person claiming a right in such land adverse to the grantor is in possession of any part of it.

GEO W HOADLEY

---

Field Assistant.



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

Before me, the undersigned authority, this day personally came and appeared William Moon and Mary Moon, husband and wife, to me well known, and who, after being by me duly sworn, did depose and say; each for himself and not for the other:

That he is over twenty-one years of age; that his post-office address is Ysleta, Texas; that he is the same party who executed a contract with the United States of America dated January 31, 1920, agreeing to convey to the United States a certain right of way containing 4.38 acres of land, more or less, in NW $\frac{1}{4}$  of SE $\frac{1}{4}$  and SW $\frac{1}{4}$  of NE $\frac{1}{4}$  sec. 7, T. 32 S., R. 7 E., United States Reclamation Service survey, El Paso County, Texas, being also in the Socorro Grant, and in said contract more fully described; and that prior to and including the date of said contract, for a period of ~~24~~ 30 years, he, affiant, together with the other party to this affidavit, 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, claiming under title, 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.

(sgd.) William Moon  
(sgd.) Mary Moon

Sworn to and subscribed before me this 9th

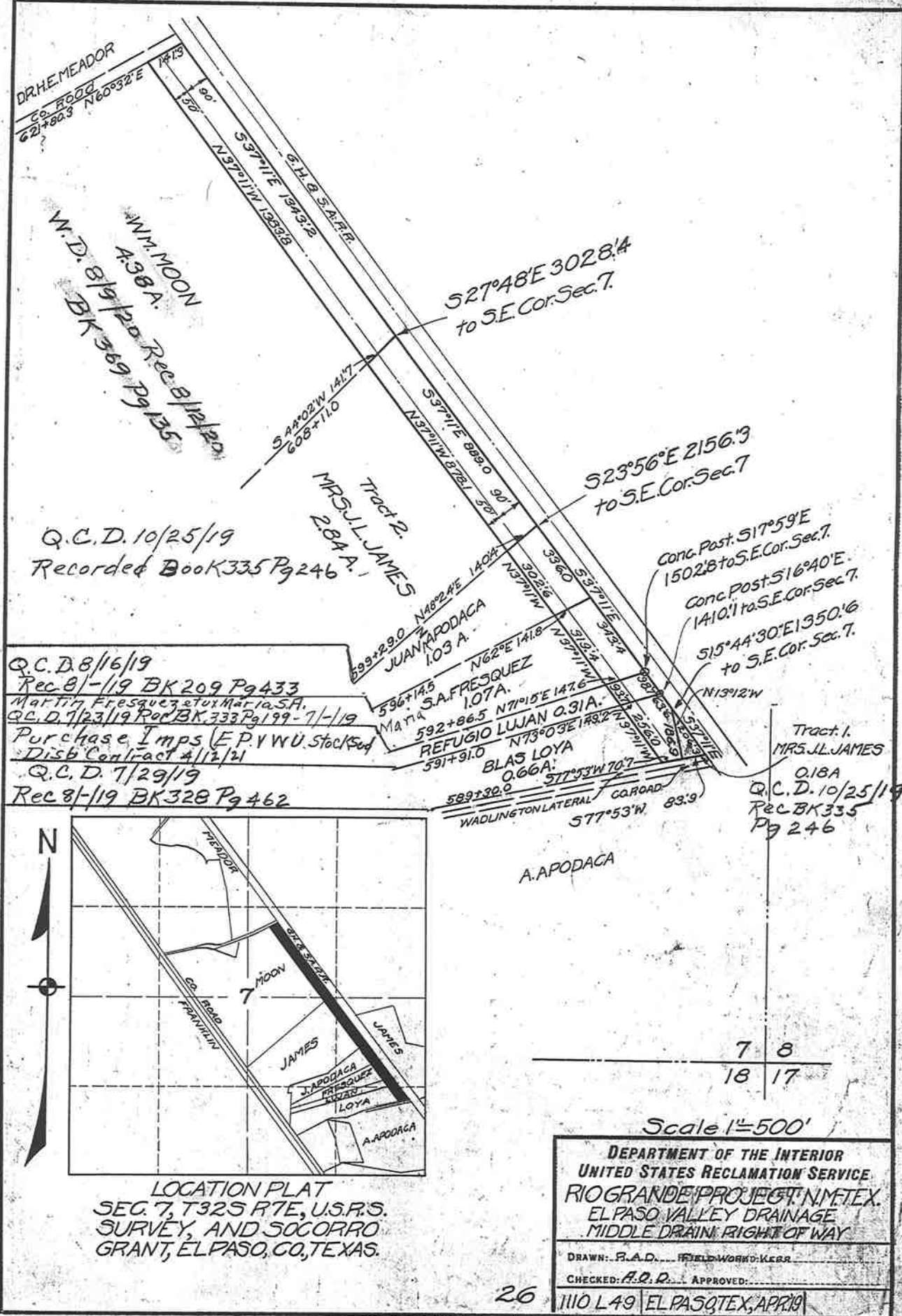
day of August, A. D. 1920.

(sgd.) Geo. W. Hoodley

Notary Public in and for  
El Paso County, Texas.

My com. exp.  
June 1, 1921.







State of Texas, :

County of El Paso. :

Before me, the undersigned authority, this day personally came and appeared William Moon and Mary Moon, husband and wife, to me well known, and who, after being by me duly sworn, did depose and say; each for himself and not for the other:

That he is over twenty-one years of age; that his post-office address is Isleta, Texas; that he is the same party who executed a contract with the United States of America dated January 31, 1920, agreeing to convey to the United States a certain right of way containing 4.38 acres of land, more or less, in NW $\frac{1}{4}$  of SE $\frac{1}{4}$  and SW $\frac{1}{4}$  of NE $\frac{1}{4}$  sec. 7, T. 32 S., R. 7 E., United States Reclamation Service survey, El Paso County, Texas, being also in the Socorro Grant, and in said contract more fully described; and that prior to and including the date of said contract, for a period of ~~20~~ 30 years, he, affiant, together with the other party to this affidavit, 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, claiming under title, 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.

(sgd.) William Moon  
(sgd.) Mary Moon

Sworn to and subscribed before me this 9th

day of August, A. D. 1920.

(sgd.) Geo. W. Hoodley

Notary Public in and for  
El Paso County, Texas.

My com. exp.  
June 1, 1921.



CERTIFICATE.

This is to certify in regard to a tract of land containing four and thirty-eight hundredths (4.38) acres purchased from William Moon et ux. under agreement to sell with these parties dated January 31, 1920:

That the copy of the tax statement contained in the title guaranty for the said land has been compared with the original tax statement in Pioneer Abstract No. 18969 and found to be a correct copy: that the land taken by the United States for right of way, is a part only of the tracts described in the said tax statement as containing nine (9) acres and fifty (50) acres, which tracts are those first described and combined as fifty-nine and seventy-five hundredths (59.75) acres and shown to have taxes due thereon for the year 1902, and that as to the taxes for that year, the same were paid by William Moon subsequent to the rendition of the tax statement, which payment is evidenced by a tax receipt which I have personally examined and further evidenced by the endorsement upon the tax statement in the title guaranty by the tax collector under date of August 9, 1920; and it is further certified that the remaining items of delinquent taxes in the tax statement relate to small tracts of land which the Government right of way does not touch; and as to taxes for the year 1920, 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) 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.

1920

P W DENT  
District Counsel.

The inclosures with this land purchase are as follows:

Orig. agreement to sell dated January 31, 1920.

Warranty deed and 1 copy, with 2 blueprints.

Title guaranty.

Orig. and 1 copy affidavit as to possession.

1 copy each letters April 11, 1918, and June 26, 1918,

Chief Counsel to C. E. El Paso.

Orig. possessory certificate.

Extra copy above certificate.

(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.)



DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

Rio Grande Project

El Paso, Texas.

FEB 18 1920

(Place)

(Date)

Project Manager to Chief of Construction, thru District Counsel.

Subject: Forwarding for approval contract dated **Jan 31 1920**

With **William Moon and wife.**

Estimated amount involved, \$ **319.50**

Authority No.

Accompanied by bond and 2 copies

or Clearing Acct.

(Insert "Yes" or "No" bond)

**No bond.**

**8-5**

Purpose: **Purchase of 4.38 acres of land for middle drain, El Paso Valley.**

Advise Project Manager at **El Paso, Texas,**

(Post office and State)

District Counsel at **El Paso, Texas,**

(Post office and State)

and **Chief of Construction, Denver, Colorado.**

execution

of the approval of the above, using extra copy hereof.

Inclosures listed on the reverse

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

**L M LAWSON**

(Signature)

Denver, Colo.

The above described contract and bond, if any, approved

by

on

Chief of Construction.

Denver, Colo. **February 25, 1920.**

Chief of Construction to Director:

It is recommended that the above described contract be

~~executed~~

approved and bond if any approved.

Inclosures:

Orig. & 3 copies of form letter,

" 2 " " contract,

" certificate of necessity,

" report on land agreement,

1 Blue print, 1110 L49, April 1919.

**F. E. Weymouth.**

HOWELEY:

(Signature)

executed

Washington, D. C.

**MAR 31 1920**

Contract approved and bond, if any, approved by

**MORRIS BLEN**

on **MAR 31 1920**

Assistant to the Director

ORIGINAL SENT  
ORIGINAL SENT  
INCLOSURES:

COPIES OF ORIGINAL CONTRACT

AND FURTHER ACTION

**FEB 28 1920**

**8844**



# Project Manager

Approved May 27, 1910, by the  
Secretary of the Interior.

Form 7-276  
12-11

THIS AGREEMENT, made this the 31st day of January,  
twenty  
nineteen hundred and 1910 between William Moon  
and Mary Moon, his wife, of El Paso

County, Texas, for themselves, their heirs, legal represen-  
tatives, and assigns, hereinafter styled the vendor, and The United States of America and its assigns by

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

WITNESSETH:

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

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

A tract of land in Northwest quarter of the southeast quarter and  
the southwest quarter of the northeast quarter, Section Seven (7),  
Township Thirty-two (32) South, Range Seven (7) East, United States  
Reclamation Service survey and Socorro Grant and more particularly  
described as follows: Beginning at a point on the west boundary  
of right of way of the G.H. & S.A. Ry. said point being the most  
easterly corner of land of vendor and most northerly corner of land  
of Mrs. J.L. James and from which point the southeast corner of said  
Section 7 bears south 27°48' East, three thousand twenty-eight & four  
tenths (3028.4) feet; thence along property line between land of vendor  
herein and said Mrs. J.L. James South 44°02' West, one hundred forty-  
one & seven tenths (141.7) feet; thence north 37°11' West, one thousand  
three hundred eighty-three and eight tenths (1383.8) feet to a point  
on the south boundary of right of way of county road; thence along  
said boundary North 60°32' East one hundred forty-one & three tenths  
(141.3) feet to a point on the west boundary of right of way of the  
G.H. & S.A. Ry., said point being the most northerly corner of land of  
vendor herein; thence along said boundary South 37°11' East, one  
thousand three hundred forty-three & two tenths (1343.2) feet to the  
point of beginning; said tract of land containing four and thirty-eight  
hundredths (4.38) acres, more or less.

Correct as to Engineering Data



4,  
X

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

Witnesses :

\_\_\_\_\_ **William Moon**  
\_\_\_\_\_ of \_\_\_\_\_

\_\_\_\_\_ **Mary Moon**  
\_\_\_\_\_ of \_\_\_\_\_ *Vendor.*

\_\_\_\_\_ **L M Lawson**  
\_\_\_\_\_ of \_\_\_\_\_ *For and on behalf of the United States.*

\_\_\_\_\_ of \_\_\_\_\_

STATE OF **Texas**  
COUNTY OF **Aransas** } ss :

I, **Jno A Clarke**, a **Notary Public**

in and for said county, in the State aforesaid, do hereby certify that **William Moon**

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

**he**

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

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

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

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

Given under my hand and official seal, this **31st** day of **Jan**, 19**20**

[SEAL.]

**Jno A Clarke Notary Public**  
My commission expires **June 1st 1921** **Aransas County Texas**

Approved \_\_\_\_\_, 191\_\_\_\_\_



Box 412 Blackport Tex. 6/17/20

Mr O.W. Dent

District Council Reclamation Service

El Paso Tex

Dear Sir -

Your favor of June 10<sup>th</sup> just received  
forwarded by my wife. And in reply  
will state that there unpaid Taxes  
are all wrong with the exception of  
possibly the 1902 Taxes assessed jointly  
to Maon and Levenstein for the 59<sup>2</sup>/<sub>3</sub> Acre  
my 1/2 was paid for that year and it  
may be possible that Levenstein  
did not pay his 1/2 and I am willing  
that these back Taxes for 1902 amounting  
to \$4.45 be paid by the Reclamation Service  
and amount be deducted therefrom  
But the R.C. Algiers Lot and the  
Jose A. Lujan Lot of two Acres  
are not in my name and do  
not belong to the original Home  
Tract of 59<sup>2</sup>/<sub>3</sub> Acre also the  
Salome Martinez Lot has been  
assessed as a part of the 59<sup>2</sup>/<sub>3</sub> Acre<sup>for years</sup>  
This was suggested by Mr Geo. Huffman  
when he was Assessor and this  
Taxes has been paid every year



(27)

by me as a part of the  
Home Place the same as  
the 4 acre lands from the  
Catholic Church of Sacoma  
and also six acre lands  
from Mr Robinson and also  
1 1/2 acre lands from Seyer and  
Goodstein. Mr Kuffman personally arranged  
these different pieces of Land and had  
me assess them as my Home Tract  
which I have done every since and  
paid Taxes promptly. The Alger Lot  
and Lujan Lot was bought separately  
by my wife and does not belong  
to the original Home Tract of  
which you want an Abstract. As  
I said I am willing to pay the  
1908 Tax that Mr Lowenstein failed  
to pay to straighten out this matter  
but that is all as the balance  
will have to be looked into when  
I get up Home again which will  
be in September as I can not  
get up there before that time  
as the \$4.45 back Taxes for 1908 Moon &  
Lowenstein is the only item that I will  
acknowledge to be paid you can pay  
same and deduct and issue Title  
Certificate James H. Tracy  
J. H. Moon Blackport Tex



Rockport Tex June 25<sup>th</sup> 1922

Mr O W. Leut

District Counsel  
U. S. Department of Justice  
El Paso Tex

Dear Sir

Replying to your favor of 21<sup>st</sup>  
will advise you as per your suggestion  
I have written Mr R. D. Richey Tax Ass.  
El Paso Co the patentman in regard  
to back Taxes claimed as due  
from me I also have written Mr  
Brown to look into the matter  
and get same adjusted satisf-  
-actorily on Tax Records. Unfortunately  
I can not get up in that County  
for some little time possibly not  
before Sept or I would be able  
to look up my last Tax Receipt  
and show them that I am right  
Yours Very Truly

Wm. Moon  
Rockport

Box 412

Texas



Mr J. W. Dent  
District Counsel  
U. S. Reclamation Service  
Dear Sir: El Paso, Tex.

Acknowledging Receipt of your  
form of 27<sup>th</sup> with enclosed deed  
I will say that I expect to come  
to El Paso shortly as I have asked  
for a 30 days leave of absence  
and should be relieved now in  
the next few days. But should  
I fail to get away very soon  
I will have Notary acknowledge  
signature and forward same  
to Mrs. Brown at Socorro and  
have her go in to your office  
and sign. And in regard to the  
Back Taxes claimed by Tax Collector  
I will straighten that part of the  
matter satisfactorily to all concerned.  
I had written the Tax Collector about the  
same time I wrote you. But the  
deputy collector did not seem to understand  
the matter at all.

Hoping to see you in your  
office before long I am  
Yours Very Truly J. W. Brown  
Rockport Tex 12/20.