

780

McDONALD, B. L., et. ux., Emma

WARRANTY DEED

RIVER DRAIN (80)

0023-0082-0053-00

16-(53) Texas

THE STATE OF TEXAS

COUNTY OF EL PASO.

BEFORE ME, Oscar PATE

a Notary Public

Nolan

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

personally appeared B. L. McDonald

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 10th day of May A. D. 1926

(SEAL)

Oscar Pate

Notary Public, Nolan Co. Texas

THE STATE OF TEXAS

COUNTY OF EL PASO.

Before me, Oscar Pate

a Notary Public

Nolan County,

El Paso County, Texas, on this day personally appeared

Emma McDonald

in and for

B. L. McDonald

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 Emma McDonald

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 May A. D. 1926

(SEAL)

Oscar Pate

Notary Public, Nolan Co. Texas

THE STATE OF TEXAS

COUNTY OF EL PASO.

W. D. Greet

Clerk of the County,

Court of said County, do hereby certify that the above instrument of writing, dated on the 10

day of May A. D. 1926 with its certificate of authentication, was filed for record in my

office this 29 day of July A. D. 1926 at 9:30 o'clock A. M.

and duly recorded the 4 day of August A. D. 1926 at 3:55 o'clock P. M.

in the records of said County, in Volume 461 on Pages 494

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.

(SEAL)

A. A. Osborne

By Deputy.

COMPARED 97320 INDEXED M

B. L. McDonald and wife

Emma McDonald

TO

The United States of America,

WARRANTY DEED

Single and Wife's Separate Acknowledgment

Filed for record July 29, 1926

at 9:30 o'clock A. M.

W. D. Greet, Clerk, County Court, El Paso County, Texas.

By L. A. Malone, Deputy.

ELLIS BROS. PRINTING CO. EL PASO

461/494

5/10/26

THE STATE OF TEXAS, }
COUNTY OF EL PASO.

KNOW ALL MEN BY THESE PRESENTS:

We, B. L. McDonald and Emma McDonald, his wife,

of the County of Nolan, State of Texas, in consideration of the sum of Four Hundred Twenty-two and 50/100 (\$422.50) DOLLARS,

to US in hand paid by the United States of America, acting 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 Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said The United States of America

~~of 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:~~ all that certain

A tract of land approximately one-quarter (1/4) of a mile West of the Town of San Elizario, Texas, in the Northeast quarter of the Southwest quarter (NE1/4SW1/4) of Section five (5), Township thirty-three (33) South, Range seven (7) East, New Mexico Principal Meridian, Bureau of Reclamation survey; being also in the San Elizario Grant and more particularly described as follows:

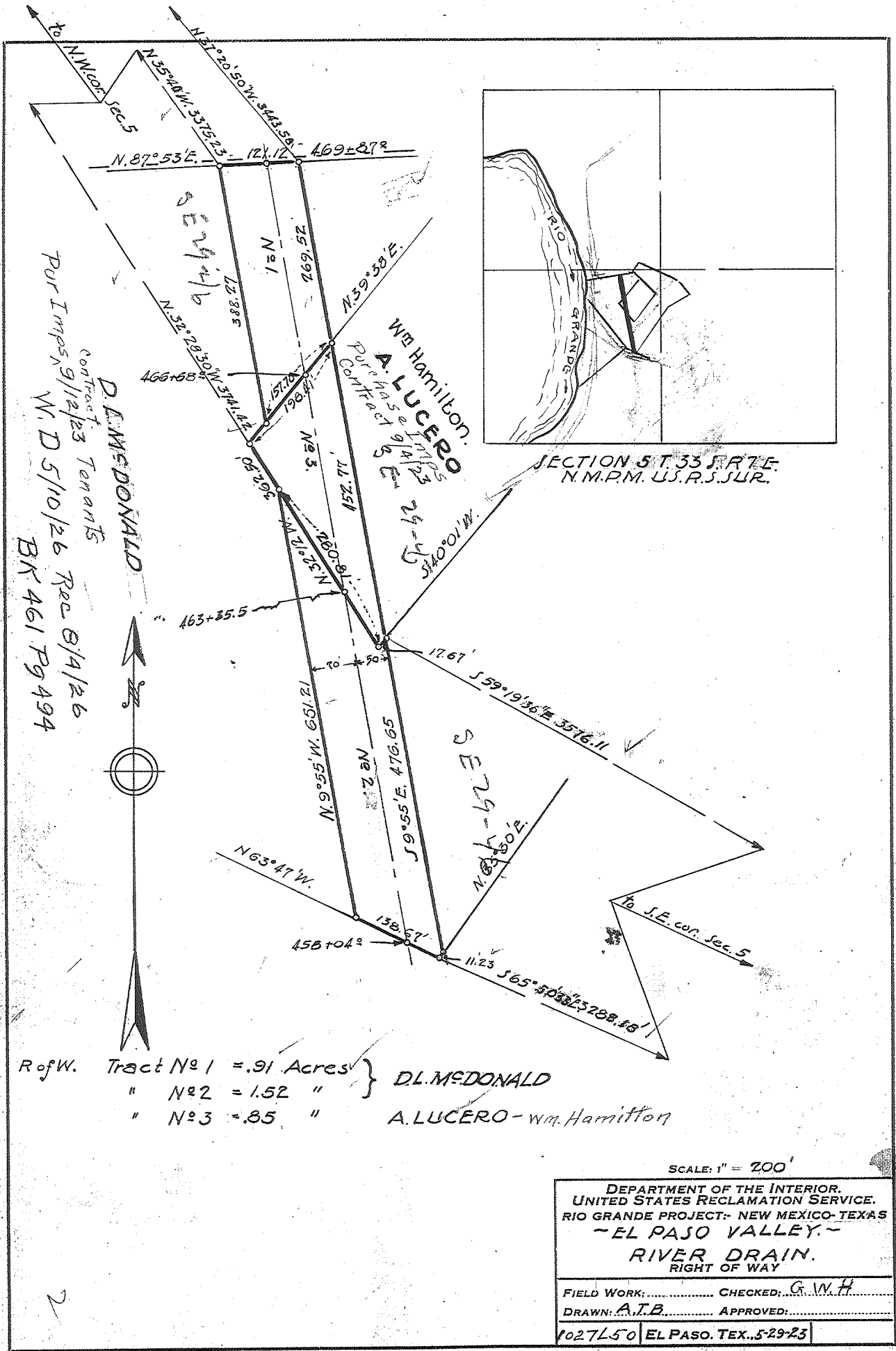
Beginning at a point on the North property line of land of the Grantors, and from which point the Northwest corner of said Section five (5) bears North thirty-seven (37) degrees twenty (20) minutes fifty (50) seconds West three thousand four hundred forty-three and fifty-eight hundredths (3443.58) feet; thence South nine (09) degrees fifty-five (55) minutes East two hundred sixty-nine and fifty-two hundredths (269.52) feet to the property line between land of the Grantors and A. Lucero; thence along said property line South thirty-nine (39) degrees thirty-eight (38) minutes West one hundred fifty-seven and seventy-hundredths (157.70) feet; thence North nine (09) degrees fifty-five (55) minutes West three hundred eighty-eight and twenty-seven hundredths (388.27) feet to a point on the North property line of land of the Grantors, from which point the Northwest corner of said Section five (5) bears North

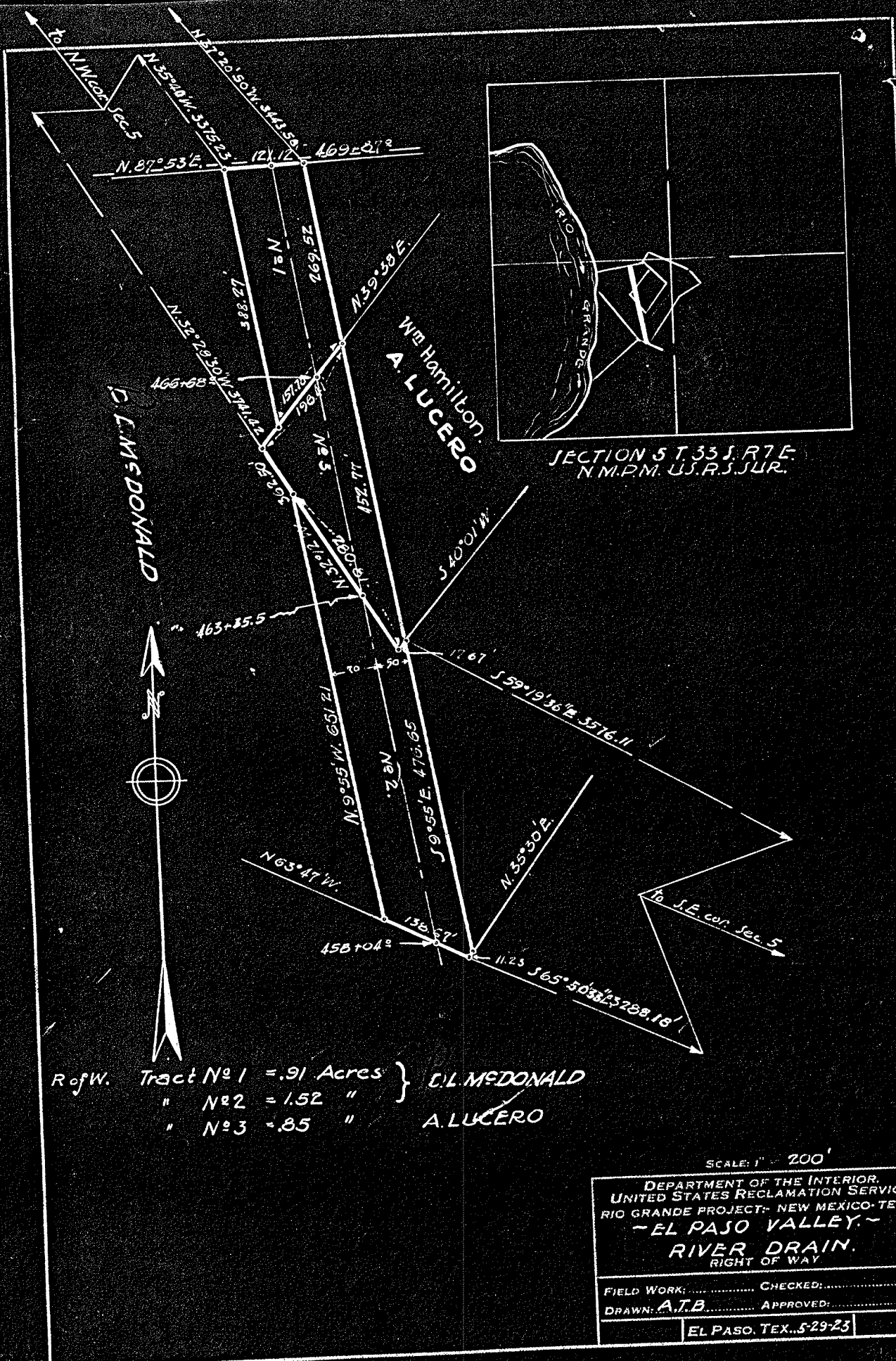
thirty-five (35) degrees forty (40) minutes West three thousand three hundred seventy-five and twenty-three hundredths (3375.23) feet; thence along said North property line North eighty-seven (87) degrees fifty-three (53) minutes East one hundred twenty-one and twelve-hundredths (121.12) feet to the point of beginning; said tract of land containing ninety-one hundredths (0.91) of an acre, more or less;

Also a tract of land approximately one-quarter (1/4) of a mile West of the Town of San Elizario, Texas, in the Northeast quarter of the Southwest quarter (NE1/4SW1/4) of Section five (5), Township thirty-three (33) South, Range seven (7) East, New Mexico Principal Meridian, Bureau of Reclamation survey; being also in the San Elizario Grant and more particularly described as follows:

Beginning at a point which is the most Southerly corner of land of the Grantors, and from which point the Southeast corner of said Section five (5) bears South sixty-five (65) degrees fifty (50) minutes thirty-three (33) seconds East three thousand two hundred eighty-eight and eighteen-hundredths (3288.18) feet; thence along the Southwesterly property line of land of the Grantors North sixty-three (63) degrees forty-seven (47) minutes West one hundred thirty-eight and sixty-seven hundredths (138.67) feet; thence North nine (09) degrees fifty-five (55) minutes West six hundred fifty-one and twenty-one hundredths (651.21) feet to the property line between land of the Grantors and A. Lucero; thence along said property line South thirty-two (32) degrees twelve (12) minutes East two hundred eighty and eighty-one hundredths (280.81) feet to the most Southerly corner of land of said A. Lucero; thence along the property line between land of the Grantors and the said A. Lucero North forty (40) degrees one (01) minute East seventeen and sixty-seven hundredths (17.67) feet to a point from which the Southeast corner of said Section five (5) bears South fifty-nine (59) degrees nineteen (19) minutes thirty-six (36) seconds East three thousand five hundred seventy-six and eleven-hundredths (3576.11) feet; thence South nine (09) degrees fifty-five (55) minutes East four hundred seventy-six and sixty-five hundredths (476.65) feet; thence South thirty-five (35) degrees thirty (30) minutes West eleven and twenty-three hundredths (11.23) feet to the point of beginning; said tract of land containing one and fifty-two hundredths (1.52) acres, more or less;

Approved to Engineering Data 4-1-11





Ref W. Tract No 1 = .91 Acres } C.L. McDONALD
 " No 2 = 1.52 " } A. LUCERO
 " No 3 = .85 "

SCALE: 1" = 200'
 DEPARTMENT OF THE INTERIOR,
 UNITED STATES RECLAMATION SERVICE,
 RIO GRANDE PROJECT - NEW MEXICO - TEXAS
 - EL PASO VALLEY -
 RIVER DRAIN.
 RIGHT OF WAY
 FIELD WORK: CHECKED:
 DRAWN: A.T.B. APPROVED:
 EL PASO, TEX., 5-29-23

Fees \$ 1.50
kr

RECEIVED for record the following instrument:

El Paso, Texas,

July 29 1926

No. 97320-038 Mrs Donald et ux Emma Mc Donald

To

The United States of America

W. D. GREET, County Clerk,

By J. A. McLoose

Deputy

3630 Bureau of Reclamation
RETURN THIS RECEIPT

9:30 a.m.

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

Rio Grande PROJECT, New Mexico-Texas

THIS AGREEMENT, made **December 14th**, 192**8** 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

B. L. McDonald and **Emma McDonald** his wife,

of **Sweetwater**, County of **Nolan**, State of **Texas**,
(P. O. address.)

hereinafter styled Vendor, **their** heirs, executors, administrators, successors, and assigns. **WITNESSETH:** The parties covenant and agree that **their** principal purpose in the making of this deed is 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** **community** property situated in the County of **El Paso**, State of **Texas**, (Homestead, community, separate.)

A tract of land approximately one-quarter (1/4) of a mile west of the Town of San Elizario, Texas, in the Northeast quarter of the Southwest quarter (NE 1/4 SW 1/4) of Section five (5), Township thirty-three (33) South, Range seven (7) East, New Mexico Principal Meridian, Bureau of Reclamation survey; being also in the San Elizario Grant and more particularly described as follows:

Beginning at a point on the North property line of land of the Vendor, and from which point the Northwest corner of said Section five (5) bears North thirty-seven (37) degrees twenty (20) minutes fifty (50) seconds West three thousand four hundred forty-three and fifty-eight hundredths (3443.58) feet; thence South nine (09) degrees fifty-five (55) minutes East two hundred sixty-nine and fifty-two hundredths (269.52) feet to the property line between land of the Vendor and A. Lucero; thence along said property line South thirty-nine (39) degrees thirty-eight (38) minutes West one hundred fifty-seven and seventy-hundredths (157.70) feet; thence North nine (09) degrees fifty-five (55) minutes West three hundred eighty-eight and twenty-seven hundredths (388.27) feet to a point on the North property line of land of the Vendor, from which point the Northwest corner of

Correct as to Engineering Data
Date

said Section five (5) bears North thirty-five (35) degrees forty (40) minutes West three thousand three hundred seventy-five and twenty-three hundredths (3375.23) feet; thence along said North property line North eighty-seven (87) degrees fifty-three (53) minutes East one hundred twenty-one and twelve-hundredths (121.12) feet to the point of beginning; said tract of land containing ninety-one hundredths (0.91) of an acre, more or less;

Also a tract of land approximately one-quarter (1/4) of a mile West of the Town of San Elizario, Texas, in the Northeast quarter of the Southwest quarter (NE1/4SW1/4) of Section five (5), Township thirty-three (33) South, Range seven (7) East, New Mexico Principal Meridian, Bureau of Reclamation survey; being also in the San Elizario Grant and more particularly described as follows:

Beginning at a point which is the most Southerly corner of land of the Vendor, and from which point the Southeast corner of said Section five (5) bears South sixty-five (65) degrees fifty (50) minutes thirty-three (33) seconds East three thousand two hundred eighty-eight and eighteen-hundredths (3288.18) feet; thence along the Southwesterly property line of land of the Vendor North sixty-three (63) degrees forty-seven (47) minutes West one hundred thirty-eight and sixty-seven-hundredths (138.67) feet; thence North nine (09) degrees fifty-five (55) minutes West six hundred fifty-one and twenty-one hundredths (651.21) feet to the property line between land of the Vendor and A. Lucero; thence along said property line South thirty-two (32) degrees twelve (12) minutes East two hundred eighty and eighty-one hundredths (280.81) feet to the most Southerly corner of land of said A. Lucero; thence along the property line between land of Vendor and the said A. Lucero North forty (40) degrees one (01) minute East seventeen and sixty-seven hundredths (17.67) feet to a point from which the Southeast corner of said Section five (5) bears South fifty-nine (59) degrees nineteen (19) minutes thirty-six (36) seconds East three thousand five hundred seventy-six and eleven-hundredths (3576.11) feet; thence South nine (09) degrees fifty-five (55) minutes East four hundred seventy-six and sixty-five hundredths (476.65) feet; thence South thirty-five (35) degrees thirty (30) minutes West eleven and twenty-three hundredths (11.23) feet to the point of beginning; said tract of land containing one and fifty-two hundredths (1.52) acres, more or less.

2a. In addition to the consideration named in paragraph 5 hereof, there will be constructed by and at the expense of the United States a farm bridge of the standard design adopted and now being used on the Rio Grande Project; said bridge shall be constructed at or near Station 462 plus 70 of the River Drain, and work thereupon shall be commenced and completed within a reasonable time after excavation of said drain at the point mentioned. Upon completion of the said bridge the same shall become the property of the Vendor, but the United States shall have the right to use the same in the operation and maintenance of said drain. The Vendor shall keep said bridge in such condition as to be suitable for such use by the United States and so as not to interfere with the proper operation and maintenance of said drain.

~~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 his own expense, an abstract of title which shall later be extended to include any instruments subsequently recorded in connection herewith and also the record of the conveyance made pursuant to this agreement: Provided, That if the Vendor fails or refuses to furnish proper abstract of title within sixty days after notice that this agreement has been approved, or if within such period written request be made by the Vendor, such abstract may be procured by the United States at the expense of the Vendor and the cost thereof deducted from the purchase price.~~

4. The Vendor further agrees to procure and have recorded at his own cost all assurances of title and affidavits which he may be advised by the proper Government officials are necessary and proper to show complete title in fee simple unincumbered, and the time spent in procuring, recording, and transmitting the same to the officer acting on behalf of the United States (and in furnishing or securing abstract of title) shall be added to the time limit of this agreement.

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 **Four Hundred Twenty-two 50/100**

----- dollars (\$ **422.50** -----), 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 **December 14, 1923,** notwithstanding earlier delivery of the deed as herein provided, and may harvest and retain the crops

thereon until **December 14, 1923,** 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-

nate by limitation at the expiration of ~~twenty-four~~ months from its date, unless extended as above provided, and shall inure to the benefit of and be binding upon the heirs and assigns of the Vendor, and also the assigns of the United States.

9. 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 hereunder; and that he has not, in estimating the contract price demanded by him, included any sum by reason of any such brokerage, commission, or percentage; and that all moneys payable to him hereunder are free from obligation to any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the United States, and that the United States may retain to its own use from any sums due or to become due thereunder an amount equal to any brokerage, commission, or percentage so paid or agreed to be paid: *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 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. H. Lawson

Project Manager, U. S. R. S.

P. O. Address

B. L. McDonald

Vendor.

P. O. Address

Emma McDonald

Vendor.

P. O. Address

Vendor.

P. O. Address

P. O. Address Sweetwater, Texas.

Approved:

(Signed) Altaman Hamel
Acting Commissioner of Reclamation

(Date) Jan 22, 1924

CERTIFICATE OF ACKNOWLEDGMENT.

State of Texas

County of Nolan

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.

(a) I, Jas. H. Beall, Jr.

a Notary Public

in and for said county, in the State aforesaid, do hereby certify that B. L. McDonald and his wife, Emma McDonald,

who are personally known to me to be the persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed, and delivered said instrument of writing as their free and voluntary act, for the uses and purposes therein set forth.

(b) I further certify that I did examine the said Emma McDonald 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 December, 1928

(SEAL) Jas. H. Beall, Jr. Notary Public, Nolan County, Texas. My commission expires 1930

COUNTY RECORDER'S CERTIFICATE

STATE OF Texas I hereby certify that this instrument was filed for record at my office at 11:14 o'clock A.M., Jan 28, 1929

and is duly recorded in Vol. 423 of Deeds Page No. 61

By A. A. Osborne Fees, \$

AFFIDAVIT OF DISINTERESTEDNESS.

STATE OF Texas COUNTY OF Nolan 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 equal benefit that I made the same fairly without any benefit or advantage to myself, or allowing any such benefit or advantage corruptly to the said person or persons, 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 this day of , A. D. 192 My commission expires

[OFFICIAL SEAL]

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

Rio Grande

Project

El Paso, Texas,

JAN 3 1924

(Place.)

(Date.)

Project Manager to Chief Engineer, through District Counsel

DISTRICT COUNSEL
RECLAMATION BUREAU
RECEIVED
JAN 11 1924
El Paso, Texas
File No. 6-007as
Authority No. or Clearing Acct.

Subject: Forwarding contract dated Dec. 14, 1923 for approval

With B. L. McDonald and Emma McDonald, his wife,

Estimated amount involved, \$ 422.50

Accompanied by bond and 2 copies

(Insert "Yes" or "No" bond.)

No bond

Purpose: Purchase of 2.43 acres of land for right of way for the River Drain.

The estimated cost of the farm bridge to be built under the terms of this contract is \$400.00.

Advise Project Manager at El Paso, Texas (Post office address.)

District Counsel at El Paso, Texas (Post office address.)

and Chief Engineer Denver, Colorado

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

NOTE.—Before submitting contract or deed, see that the instructions on reverse hereof have been FULLY complied with. See also par. 16, page 205, Vol. I of Manual.

Inclosures from project office:

- Original and 4 copies of this form letter.
- Original and 4 copies of contract.
- " " 2 " certificate of recommendation
- " " 2 " possessory certificate
- " " 2 " report of appraisal board
- " " 2 " report on land agreement

3 blueprints

NOTE: Original contract to be returned for recordation, etc.

L. H. Lawson

(Signature.)

Project Manager.

Denver, Colo.,

The above-described contract, and bond if any, approved

by Chief Engineer, on

Denver, Colo.,

Chief Engineer to Director:

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

Inclosures listed on reverse.

F. E. Weymouth

(Signature.)

Washington, D. C., JAN 22 1924

Contract approved and bond, if any, approved by

on JAN 22 1924

Ottomar Mamels
Acting Commissioner of Reclamation

Original enclosed to for record,
AND FURNISH APPROPRIATE AGENCY

See Over

REPORT ON LAND PURCHASE CONTRACT

(SEE PAGES 251-259, VOL. 1, OF MANUAL)

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

Rio Grande PROJECT New Mexico-Texas

INFORMATION relating to land purchase contract made **December 14**, 192**3**, with
B. L. McDonald and Emma McDonald, his wife,

1. State purpose for which the land is required.

Land is required for right of way for the River Drain

2. State description and *approximate area* of land to be conveyed.

**2.43 acres in NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 5, Township 33 South, Range
7 East, N.M.P.M., Bureau of Reclamation survey**

3. 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 located in the San Blasario Grant and was never open
to entry under the public land laws.**

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

**B. L. McDonald and Emma McDonald, his wife, Sweetwater, Nolan
County, Texas.**

5. 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 such lease, the date the tenant is to give up possession, and state clearly whether any arrangement has been made with the tenant for the disposition of his affected interest.

Owners are in possession.

6. State whether land is subject to right of way by virtue of contract with water users' association, irrigation district or other agreement.

**The land is not subject to right of way by virtue of any
contract or agreement.**

CERTIFICATE

I HEREBY CERTIFY that the land described in the agreement dated December 14, 1923, with B. L. McDonald and Emma McDonald, his wife, is required for purposes authorized by the Act of June 17, 1902, (32 Stat., 388), namely, as right of way for the River Drain, a part of the Rio Grande Project; that the consideration to be paid thereunder, \$422.50, is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

L. M. Lawson
Project Manager.

El Paso, Texas, January 3, 1924.

POSSESSORY CERTIFICATE

I, Geo. W. Hoadley, Assistant Engineer, Bureau of Reclamation, hereby certify that I have personally examined the land sought to be acquired by the United States from B. L. McDonald and Emma McDonald, his wife, in the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 5, Township 33 South, Range 7 East, New Mexico Principal Meridian, Bureau of Reclamation 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 is in possession of any part of it.

Geo. W. Hoadley
Assistant Engineer.

El Paso, Texas, January 3, 1924.

REPORT OF BOARD OF APPRAISAL

We, the undersigned, members of a board designated to fix the value of the land to be purchased from B. L. McDonald and Emma McDonald, his wife, by the United States for right of way for the River Drain, Rio Grande Project, described in agreement to sell dated December 14, 1923, find that a fair and reasonable consideration to be paid by the United States is a money payment of \$422.50, and the building of a farm bridge at a cost of approximately \$400.00.

Roland Harwell

Representative El Paso County
Water Improvement District No. 1

Geo. W. Hoadley

Representative Bureau of
Reclamation

El Paso, Texas, January 3, 1924.

3

El Paso, Texas, August 6, 1926

From District Counsel,
To Superintendent, El Paso, Texas,
Subject: Opinion on title to 1.52 acres and 0.91 of an acre of
land, proposed to be purchased for \$422.50, under
contract dated December 14, 1923, with B. L. McDonald
(River @rain)--Rio Grande Project.

1. The Pioneer Abstract and Guarantee Title Company of El Paso, Texas, has furnished a certificate, dated July 29, 1926, guaranteeing an indefeasible title to the above mentioned property in the United States free and unincumbered.

2. The possessory certificate dated January 3, 1924, executed by Assistant Engineer Geo. W. Hoadley, shows there is no adverse possession against the Government grantors. The United States has been in possession of the property for the past two and one-half years.

3. Payment of the consideration named in the contract may now be made to the Contractor by the Special Fiscal Agent.

Ottomar Hamale,

El Paso, Texas, June 8, 1926

Mr. B. L. McDonald,
Sweetwater,
Texas

Dear Mr. McDonald:

The title to the property being purchased by the Government from you seems to be all right with the exception of some unpaid taxes which run from 1885 to date. The amount of these taxes is \$152.85. As soon as these are wiped off the record, the Government will be able to close the deal with you and make payment.

Very truly yours,

Ottamar Hamale,
District Counsel,

(Dictated by Mr. Hamale,
but signed in his absence.)

El Paso, Texas, May 26, 1926

Mr. B. L. McDonald,
Sweetwater,
Texas

Dear Mr. McDonald:

In due course came your letter of May 10th, transmitting Warranty deed dated May 10th, 1926. I am sending the same for record.

My understanding is that a local title insurance company will now be able to issue a certificate of title insurance on this property, so that the Government will be able to pay you the amount in question.

I will take the matter up with you again in the near future.

Very truly yours,

Ottomar Hamsle,
District Counsel,

(Dictated by Mr. Hamsle,
but signed in his absence.)

El Paso, Texas, May 26, 1926

Pioneer Abstract & Guarantee Co.,
First National Bank Bldg.,
El Paso, Texas,

Gentlemen:

Find enclosed Warranty deed dated May 10th, 1926, for
1.52 acres of land running from B. L. McDonald and wife to the
United States of America, which you have agreed to issue a Guarantee
of Title.

Enc.

Very truly yours,

(Dictated by Mr. Hamels,
but signed in his absence.)

Ottomar Hamels,
District Counsel,

U.S. RECLAMATION SERVICE
RECEIVED
MAY 11 1926
EL PASO, TEXAS

B. L. McDONALD
D. T. McDONALD

OFFICES
SWEETWATER, TEXAS
BLACKWELL, TEXAS

**McDONALD BROS.
COTTON**

SWEETWATER, TEXAS

May 10th, 1926.

U.S. Department of Interior,
Bureau of Reclamation,
El Paso, Texas.

Dear Sirs :-

Enclosed please find deed signed by myself and wife and properly acknowledged covering 1.52 acres in an Alizario tract. Kindly favor us with voucher for this as soon as possible.

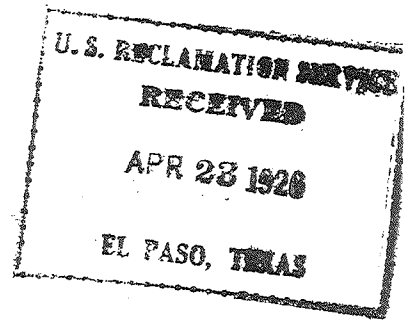
Yours very truly,

B. L. McDonald

B. L. McDONALD
D. T. McDONALD

OFFICES
SWEETWATER, TEXAS
BLACKWELL, TEXAS

McDONALD BROS.
COTTON
SWEETWATER, TEXAS



Apr. 23rd, 1926.

U.S. Reclamation Service,
El Paso, Texas.

Dear Sirs :-

We have had cured defect of title to some land we
hand in the San Elizario district. This land is covered by
ditch belonging to this district and we believe appropriation
has been made to pay same. Kindly furnish us with deed to this
land and we will execute same and then you can remit us to cover
amount due.

Kindly let us hear from you.

Yours very truly,

A handwritten signature in cursive script that reads "B. L. McDonald".

El Paso, Texas, May 7, 1926

Mr. B. L. McDonald,
Sweetwater,
Texas

My dear Mr. McDonald:

This will acknowledge receipt of your letter of April 23rd, concerning the 1.52 acres of land in the Texas Division of the Rio Grande project, which you have contracted to sell to the Government for \$422.50.

In accordance with your request there is transmitted herewith deed of said land to be executed by you and your wife and returned to this office. It will be necessary to record the deed and secure certificate of title insurance before payment can be made.

Very truly yours,

Enc.

Ottomar Hamels,
District Counsel.

El Paso, Texas, August 28, 1925.

McDonald Bros.,
Sweetwater, Texas.

Dear Sirs:

Your letter of August 25th concerning sale of land to the Government has been referred to me for reply as under our regulations, I am required to pass upon the sufficiency of the title.

Your title to the land in question is in an exceedingly bad condition. In fact, it is so poor that no title insurance company will issue a certificate upon it. It seems likely that you will be compelled to bring a suit in court to quiet title before you will be able to transfer any of the property.

I was informed that former Governor Larrazola of New Mexico might have knowledge regarding one of the former owners of the property who still has an interest therein, and I have written the Governor for information. If I get anything of value, I shall be pleased to pass the same on to you.

It seems to me that you will have to employ an attorney and bring court proceedings before you can deal with this land.

Very truly yours,

Ottomar Hamels
District Counsel

*Hadley
Hammels*

B. L. McDONALD
D. T. McDONALD

OFFICES
SWEETWATER, TEXAS
BLACKWELL, TEXAS

**McDONALD BROS.
COTTON**

SWEETWATER, TEXAS

Aug. 25th, 1925.

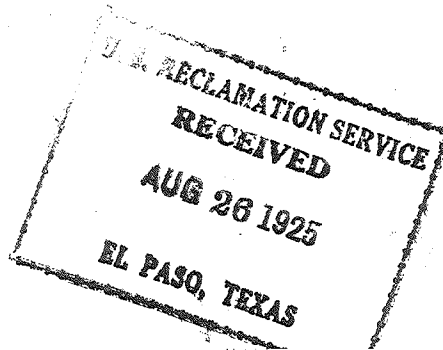
Reclamation Service,
El Paso, Texas.

Dear Sirs :-

We are still awaiting information from you relative to what steps we are to take in securing payment for land contracted to you people. This is out of the San Elizareo tract. Please advise us of what we need to do.

Yours very truly,
McDonald Bros.

B L McDonald



El Paso, Texas, August 14, 1925.

Hon. O. A. Larrasolo,
Albuquerque, New Mexico.

My dear Mr. Larrasolo:

I am examining for the Government, the title to a tract of land of approximately 18 acres lying in the town of San Elizario Texas, which land was formerly owned by Jean Apodaca, who died leaving several children. One of these, a daughter, named Francisca left this part of the country when she was about ten years of age to attend a Catholic school in New Mexico. Later she married a Spaniard in Santa Fe and her brother, Joaquin Apodaca, who lives in this locality, has not heard from her for seventeen or eighteen years. Nor does he know her married name. He thought possibly you might be able to throw some light on her whereabouts. She has never conveyed her interest in the property in question so far as the record shows.

If you can give me her name and address, or any other information that may lead to locating her, the same would be greatly appreciated.

I thank you in advance for any favor you may see fit to extend, and enclose for reply unfranked and addressed envelope.

Very truly yours,

Ottamar Hamel

Ottamar Hamel
District Counsel

Jerry ✓

Officers
 JAMES G. McNARY
President
 F. M. MURCHISON
Vice-President
 Z. T. WHITE
Vice-President
 C. M. NEWMAN
Vice-President
 N. H. GILLOT
Manager
 JOHN T. GRANNEY
Treasurer
 A. G. FOSTER
Secretary
 W. P. BIXLER
Asst. Secretary

Pioneer Abstract & Guarantee Title Co.
First National Bank Building
 El Paso, Texas

August 5, 1925.

Directors
 JAMES G. McNARY
 F. M. MURCHISON
 Z. T. WHITE
 C. M. NEWMAN
 N. H. GILLOT
 W. W. TURNEY
 W. H. BURGESS
 A. H. CULWELL
 R. L. HOLLIDAY
 J. M. POLLARD

U.S. RECLAMATION SERVICE
 RECEIVED
 AUG 6 1925
 EL PASO, TEXAS
 Legal Department

United States Reclamation Service,
 Toltec Club Bldg.,
 El Paso, Texas.

"Attention Mr. George Hadley"

Gentlemen:

With the additional information which you have furnished us, we are not able to trace the McDonald title back any further. We cannot find any deed from Tom Collins to Juan Apodaca or any deed to Tom Collins from Reyes or Areyes. We do not find any deed from Joaquin Apodaca to Anita Apodaca.

From the information furnished us, there two-thirds interest outstanding. This title is very bad, and we will not be willing to do anything with it.

Yours very truly,

PIONEER ABSTRACT & GUARANTEE TITLE CO.

A. G. Foster
 Secretary.

RHK*W..

El Paso, Texas, August 2, 1924.

McDonald Bros.,

Sweetwater, Texas.

Gentlemen:

Referring to the proposed purchase of of land for right of way by the United States under wontraat dated December 14, 1923, with B. L. McDonald and wife.

As advised you by letter of March 24, 1924, request was made of the Pioneer Abstract & Guarantee Title Co. for a certificate of title covering this land in order that payment of the agreed purchase price might be made to you.

This office is now in receipt of a letter dated July 25, 1924, from the abstract company, in which it is advised that the abstract company is unable to find title in B. L. McDonald to this land.

A copy of the above mentioned letter is enclosed herewith for your information, and it is requested that you communicate with the Pioneer Abstract & Guarantee Title Co., furnishing them with whatever information you have relative to your title to this land, in accordance with their request.

Very truly yours,

J. H. Hamilton
Clerk

enc 1

Officers

JAMES G. McNARY
President
 F. M. MURCHISON
Vice-President
 Z. T. WHITE
Vice-President
 C. M. NEWMAN
Vice-President
 N. H. GILLOT
Manager
 JOHN T. GRANEY
Treasurer
 A. G. FOSTER
Secretary
 W. P. BIXLER
Asst. Secretary

Pioneer Abstract & Guarantee Title Co.

First National Bank Building

El Paso, Texas

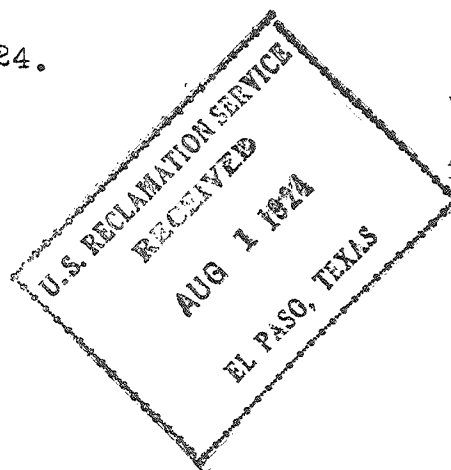
July 25th, 1924.

Directors

JAMES G. McNARY
 F. M. MURCHISON
 Z. T. WHITE
 C. M. NEWMAN
 N. H. GILLOT

Legal Department

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



Mr. Joseph N. Beardislee,
 District Counsel U.S.R.S.
 Toltec Club Building,
 El Paso, Texas.

Dear Sir:-

We have spent quite a bit of time in trying to locate the B.L.McDonald land in the San Elizario Grant. The nearest we can come to it is that it is a part of Survey No. 5.

The title to Survey No. 5 seems to be in A. R. Guerro. We cannot connect the title to this or any other land with the McDonald title.

It will be necessary to have Mr. McDonald either come in and explain his title to us, or send in old papers which he has in connection with same.

Very truly yours,

PIONEER ABSTRACT & GUARANTEE TITLE CO.

By *A. G. Foster*

AGF/BES

El Paso, Texas, March 24, 1924.

McDonald Bros.,

Sweetwater, Texas.

Gentlemen:

Receipt is acknowledged of your letter of March 19, 1924, relative to the matter of payment for right of way proposed to be purchased by the United States from ~~your~~ B. L. McDonald and wife under contract dated December 14, 1923.

Certificate of title covering the land in question was requested from the Pioneer Abstract and Guarantee Title Co. on January 26, 1924, but as yet this certificate has not been furnished. Upon receipt of your letter this office communicated with the abstract company and was advised that they were investigating the matter of your title. As soon as the certificate of title is received the matter of payment will be expedited all possible.

Very truly yours,

Joseph N. Beardslee
District Counsel

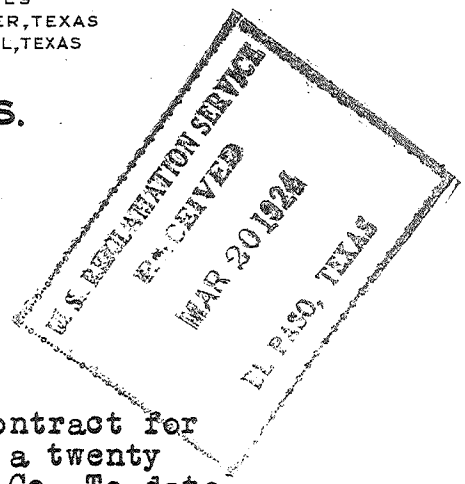
Hoodley

Abstract Co reports titles in this neck of the woods in bad condition and are looking before leaving. B.L.M. 3/22/24

B. L. McDONALD
D. T. McDONALD

OFFICES
SWEETWATER, TEXAS
BLACKWELL, TEXAS

**MCDONALD BROS.
COTTON
SWEETWATER, TEXAS**



March 19 1924
Department of the Interior
United State Reclamation Service
El Paso , Texas.
Gentlemen ;-

Last December we made contract for transfer of title to right of way thru a twenty acre tract of land we owned in El Paso Co. To date we have never heard from you nor have we recieved check for the amount due us as mentioned in the transfer .

Please look in to this matter and let us have the check as we have since sold the other party of the land and wish to close the deal.

Thanking you for an early reply to our letter .
We beg to remain ,

Very Truly Yours,
McDonald Bros.

by *Dallas Moore*

*dm
certificate title
order 1-26-24*

B. L. McDONALD
D. T. McDONALD

OFFICES
SWEETWATER, TEXAS
BLACKWELL, TEXAS

McDONALD BROS.
COTTON
SWEETWATER, TEXAS

December 14th 1923

Mr . L .M. Lawson
Department of the Interior
El Paso, Texas.

Dear Sir ;-

Attached is the Land Purchase Contract
as requested we have made proper transfer agreement .

Please have the deed made and forwarded and
voucher for the amount stipulated . \$422.50.

Very Truly Yours,

McDonald Bros.
by *D. T. Moore*

El Paso, Texas, January 26, 1924.

The County Clerk,

El Paso, Texas.

Dear Sir:

There is transmitted herewith for official record agreement dated December 14, 1923, between the United States and B. L. McDonald and wife in connection with the proposed purchase of land for the River Drain.

Very truly yours,

Joseph N. Beardslee
District Counsel

enc 1

El Paso, Texas, January 26, 1924.

Pioneer Abstract and Guarantee Title Co.,
First National Bank Building,
El Paso, Texas.

Gentlemen:

(Attention Mr. A. G. Foster)

It is requested that certificate of title be furnished this office covering the tract of land described in enclosed copy of proposed deed to be executed by B. L. McDonald and wife.

There is also being transmitted herewith a blueprint showing the land in question.

Upon receipt of information from you that you can furnish the desired title certificate, an executed warranty deed will be secured and forwarded to you for recordation.

Very truly yours,

Joseph H. Beardlee
District Counsel

encls 2

El Paso, Texas, January 25, 1924.

From Clerk J. H. Hamilton
To The Chief Counsel, Washington, D. C.
Subject: Acquisition of land - Proposed purchase from B. L. McDonald and wife - contract of December 14, 1923, Rio Grande Project.

1. Receipt is acknowledged of your letter of January 19, 1924, on the above subject, in which authority is granted to secure certificate of title in lieu of abstract of title in connection with this purchase of land.

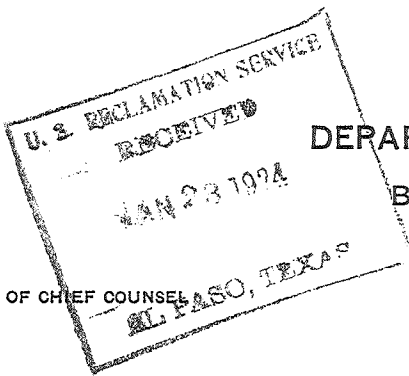
2. The above mentioned contract was transmitted to the Denver Office with form letter of transmittal (7-523t) on January 3, 1924, with request that original contract be returned to this office after approval, in order that same might be recorded, but as yet the contract has not been returned, or notification of its approval been received.

3. Your letter of January 19, 1924, would indicate that the Washington Office copy of the contract in question had been received by you, and in view of the long delay incident to the return of the original contract, it is thought that possibly the original copy, after approval, was inadvertently transmitted to Washington, in which event it is requested that it be returned to this office for recordation.

- - -

J. H. Hamilton

Copy to:
Denver
PM, El Paso



DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
WASHINGTON

OFFICE OF CHIEF COUNSEL

January 19, 1924.

From Chief Counsel

To District Counsel, El Paso, Texas.

Subject: Acquisition of land - Proposed purchase from B. L. McDonald and wife - contract of December 14, 1923, Rio Grande project.

1. Reference is made to letter by Mr. J. H. Hamilton to Chief Counsel dated January 3, 1924.
2. It appears from Mr. Hamilton's letter that the Pioneer Abstract and Guarantee Title Company will furnish a certificate covering the proposed purchase for \$15.00 and that it is probable that the cost of abstract will be about \$100. The purchase price is \$400.
3. The Title Company's certificate appears to be warranted in this case, and authority to procure it in lieu of abstract is granted. The transaction may then be closed in the usual way, provided you find that after the deed in the usual form has been recorded, there is no change in the condition of the title adverse to the United States. The disbursing officer will file with his voucher the papers required by the Reclamation Manual, including the possessory certificate which should be made in the usual way.

Attorney Hamilton

Copy to Denver
PM, El Paso

El Paso, Texas, January 3, 1924.

From J. H. Hamilton
To Chief Counsel, Washington, D. C.
Subject: Acquisition of land--purchase from B. L. McDonald and wife, under contract of December 14, 1923--Rio Grande Project.

1. Referring to letter of September 12, 1923, from the Acting Commissioner to Attorney Mark B. Thompson on the subject: "Acquisition of land. Further consideration of purchase from Anne A. Stuart - Rio Grande Project."

2. The Pioneer Abstract & Guarantee Title Company advise that an abstract of title covering the land under accompanying contract with B. L. McDonald and wife, will cost \$100.00, while a certificate of title will be furnished for \$15.00.

3. Advice is therefore requested as to whether an abstract of title or certificate of title should be ordered in connection with this proposed purchase of land from B. L. McDonald and wife.

- - -
J. H. Hamilton