

780

BOZARTH, MARY A., et. vir., H. S.

WARRANTY DEED

RIVERSIDE CANAL

183

0023-0023-0026-00

1927
RIO GRANDE L.-(26) Texas

El Paso, Texas.
June 23, 1927.

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

In re: Your File 4573
Purchase by U.S. from H.S. Bosarth et ux.

Gentlemen:-

I am enclosing herewith copy of release of vendor's lien which was filed for record this afternoon with the County Clerk, which release was procured pursuant to your letter of May 23, 1927.

This seems to be the only defect in the title and I trust that your certificate will issue in due course. If there is anything further to be done in the premises kindly advise and we shall be glad to secure prompt compliance.

Very truly yours,

H. J. S. Devries,
District Counsel.

1 encl.

El Paso, Texas.
May 14, 1927

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

Dear Sir:-

Enclosed herewith is contract between H. S. Bozarth
and wife and the United States for purchase of real estate
dated May 14, 1927.

Will you kindly have the same recorded and send
bill for same and greatly oblige,

Yours very truly,

Herbert J. S. Devries
District Counsel

Owner's Application

No. _____

El Paso, Texas, May 14, 1927 1927

The undersigned hereby applies to the PIONEER ABSTRACT AND GUARANTEE TITLE COMPANY for a Guarantee Title Policy in its usual form, in the sum of

\$ 610.00 upon the title to the lands hereinafter described.

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

Premium \$ _____
Charges guaranteed by _____

No. Abs. Left _____

Estate or interest to be guaranteed:		<u>Fee simple title clear of liens and encumbrances</u>	
Name of party to be guaranteed:		<u>United States of America</u>	
Residence of party to be guaranteed:		<u>El Paso, Texas (c/o U.S. Bureau of Reclamation)</u>	
Occupation of party to be guaranteed:		<u>X</u>	
Legal description of premises:		<u>(see contract dated May 14, 1927 between H.S. Bozarth and</u>	
Vacant or Improved:		<u>Mary A. Bozarth, his wife and United States</u>	
House number and street:			
Value	Ground	Improvements	
In possession of <u>H.S. Bozarth et ux.</u>			
Claiming under <u>Deed</u>			
By virtue of	<input checked="" type="checkbox"/> Conveyance from <u>Schildtner & Dougherty</u> <input type="checkbox"/> Gift <input type="checkbox"/> descent <input type="checkbox"/> bequest		
If by inheritance, give names of other descendants _____			
Marriage relation of present owner	<input checked="" type="checkbox"/> Married <u>Mary A. Bozarth, wife</u> <input type="checkbox"/> Divorced <input type="checkbox"/> Widowed		
In whom is Record Title now vested	<input checked="" type="checkbox"/> Married <input type="checkbox"/> Single	<input checked="" type="checkbox"/> Name of Wife <u>Mary A. Bozarth</u> <input type="checkbox"/> Name of Husband	
<u>H.S. Bozarth (?)</u>			
Homestead?	<input type="checkbox"/> If not, what property is claimed as homestead? <input checked="" type="checkbox"/>		
Has property ever been occupied as homestead? _____ When? _____			
Residence of present owner: <u>Ysleta, Texas</u>			
Occupation of present owner: <u>Farmer</u>			
How to be conveyed: <u>By warranty deed</u>			
Is any building now being constructed or repaired on the premises? <u>No</u>			
Any contract for improvements contemplated or entered into? <u>Believe not</u>			
Has any material been delivered on the premises, and by whom? _____ When? _____			
Mechanic's Lien on the premises _____			

HJSD/1000

El Paso, Texas, June 3, 1927

Mr. H. S. Bozarth,
Ysleta,
Texas

Dear Mr. Bozarth:

We are trying to get things in shape to enable us to pay the purchase price for your land agreed to in the contract as to survey 167 and have called upon the Pioneer Abstract & Guarantee Title Company for a title certificate. They advise us that there are unpaid taxes for 1925, amounting to \$7.24 and for 1926, amounting to \$10.17. The tax certificate has a notation on it showing that the number of acres assessed each year did not amount to the full acreage supposed to be contained in said survey 167 and that the same should be supplemented and the taxes paid. We do not know of course, just how much the tax assessor claims should be supplemented. However, we suggest that you go over to the court house and get this matter straightened out with the Tax Assessor and Collector so that it will not hold up payment.

There is also a vendor's lien reserved in a warranty deed dated December 7, 1914, filed of record under file No. 56671, deed records of El Paso County, Texas, from P. W. Still to Daugherty and A. Schildknecht, securing payment of notes. This lien, of course, will have to be released. We do not have much doubt but what it is paid, but it would be desirable to get hold of P. W. Still and have him execute a release of this lien and have it filed, the filing fee should be paid by Mr. Still as to this release. As soon as these matters are fixed up so as to satisfy the requirements of the Pioneer Abstract & Guarantee Title Company, we will endeavor to get the matter wound up as rapidly as possible.

Very truly yours,

H. J. S. Devries,

District Counsel.

OFFICERS

W. H. BUCHER
President

N. H. GILLOT
Vice-President

TOM B. NEWMAN
Vice-President

JAMES W. GIBB
Treasurer

A. G. FOSTER
Secretary

Pioneer Abstract & Guarantee Title Company

First National Bank Building

El Paso, Texas

DIRECTORS

W. H. BUCHER
C. L. HILL
N. H. GILLOT
TOM B. NEWMAN
JAMES W. GIBB

LEGAL DEPARTMENT

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

May 31, 1927.

Re: Our file 4573

Mr. H. J. S. Devries,
District Counsel,
El Paso, Texas.

Dear Sir:

We are in receipt of tax certificate showing taxes for 1925 amounting to \$7.24 and for 1926 amounting to \$10.17. These taxes should be paid. There is a notation appended to certificate showing that the number of acres assessed each year did not amount to the full acreage supposed to be contained in said Survey 167; and that same should be supplemented and the taxes paid.

Upon request of Mr. Hoadley we made an additional search in regard to the vendor's lien referred to in our report of May 28th. This lien was never released of record, and while it is now barred by limitation; Mr. Still is in town, and if possible we would like you to please procure a release of this lien.

Very truly yours,

Heleen C. Sears

For Manager

HCS

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W. H. BUCHER
President

N. H. GILLOT
Vice-President

TOM B. NEWMAN
Vice-President

JAMES W. GIBB
Treasurer

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LEGAL DEPARTMENT

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

May 28, 1927.

Re: Our File 4573

Mr. H. J. S. Devries,
District Counsel,
U. S. Bureau of Reclamation,
El Paso, Texas.

Dear Sirs:

From an examination of the title to 4.88 acres out of Survey 167, of the Socorro Grant, in El Paso County, Texas, we find the title thereto to be vested in H. S. Bozarth, subject to the following:

A Vendor's Lien, reserved and retained in the Warranty Deed dated December 7, 1914, filed December 19, 1914, of record under file number 66671, Deed Records of El Paso County, Texas from P. W. Still to D. M. Daugherty and A. Schildknecht, securing the payment of two notes of even date therewith, signed by said Daugherty and Schildknecht, payable to P. W. Still as follows: For \$250.00 each, due 1 and 2 years after date, bearing 8% interest per annum, and containing the usual 10% attorney's fee and maturity clauses. This lien should be released.

We have not yet received tax certificate nor water statement, but should there be any charges due we will advise you.

Very truly yours,

Kellen C. Beards

For Manager.

HCS

El Paso, Texas, July 1, 1927.

From: District Counsel.
To: To Acting Project Superintendent L.R. Flock.
Subject: Purchase of 4.88 acres from H. S. Bozarth,
etux in the Ysleta Grant to Riverside Canal
Rio Grande Project.

1. There is transmitted herewith deed from H.S. Bozarth and wife to the above described property together with certificate of guarantee of title showing satisfactory title to have vested in the United States free and clear of incumbrances in liens.

2. There is also transmitted herewith original contract and all title papers and it is recommended that payment be made to the contractors of the consideration named in the contract.

H.J.S. Devries.

June 25, 1927.

Memorandum in re tax certificate: Contract with H.S. Bozarth and wife.

The tax collector has made an additional certificate but it does not change the conclusions reached in the first one. He states in the new certificate that Mr. Bozarth rendered 3.24 acres as an unnumbered tract in 1925 and paid taxes and claims that this is a part of 167 (but the tax collector will not certify this as constituting payment on 167)

He also states in the certificate that there are still due taxes for 1925 accordingly in the sum of \$7.25. And that there is still due taxes on 2.5 acres for 1925 and 1926 in the sum of \$10.17.

Before the matter can be cleared up and the matter passed for payment Mr. Bozarth will have to straighten out this tax matter so as to procure a clear certificate as to all taxes paid. Suggest he pay these two figures, namely \$7.25 and \$10.17 or \$17.42 and then collect whatever portion of it may be due from Brown from him.

This is the only way the matter can be cleared up. Suggest that after the title company has sent us their certificate that Mr. Bozarth come down and go over with Mr. Hoadley and take the tax certificate and settle the matter with the tax collector to insure the certificate being marked paid in full.

H.J.S.D.

El Paso, Texas, July 2, 1927.

Mr. H. S. Bonarh,

Yaleta, Texas.

My dear Mr. Bonarh:

I have just received the recorded deed from the Court House pursuant to your land purchase contract of May 14, 1927. I have today recommended that payment be made accordingly of the consideration named in the contract. The fiscal officer will send you voucher to sign and payment will doubtless follow very shortly after that.

Very truly yours,

H

H. J. S. Davies,
District Counsel.

CERTIFICATE OF POSSESSION

I HEREBY CERTIFY that I have personally examined the land described in attached land purchase contract dated May 14, 1927, between the United States of America, and H. S. B. Bozarth et ux., and that the proposed grantors are in actual sole and exclusive possession of the land proposed to be conveyed, claiming to be the owners thereof, and no person claiming a right in such land adverse to the proposed grantors is in possession of any part of it.

Dated at El Paso, Texas, this ¹⁴~~21~~ day of May, 1927.

Geo. W. Headley

Junior Engineer, Bureau of
Reclamation.

DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Rio Grande----- IRRIGATION PROJECT

REPORT ON LAND PURCHASE CONTRACT

(SEE PAGES 251-267, VOL. I, OF MANUAL)

INFORMATION relating to land purchase contract made

May 14, 1927

, 192 , with

H. S. Bozarth and Mary A. Bozarth, his wife.

1. State purpose for which the land is required.

Riverside Canal.

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

4.88 acres as described in contract.

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 has been issued.

No public lands in Texas.

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.

H. S. Bozarth, Ysleta, Texas.

Mary A. Bozarth, " " (his wife)

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.

Owner 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.

yes

DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

El Paso, Texas,
(Place)

May 19, 1927
(Date)

From Project Office,
To District Counsel,
Subject: Transmitting contract for action, Rio Grande project.

1. Request is made for approval as to form, execution, and legal sufficiency of contract ~~(with bond)~~, described as follows:

- (a) Date of contract May 14th, 1927
- (b) Name of contractor H. S. Bozarth and Mary A. Bozarth, his wife,
- (c) Estimated amount involved, \$610.00
- (d) Authority number
- (e) Clearing account
- (f) Purpose of contract Purchase of 4.88 acres of land in the NE $\frac{1}{4}$ Section 24, R. 6, east and the NW $\frac{1}{4}$ Section 19, R. 7, East, Township 32, South, Bureau of Reclamation Survey, being also within Survey 167, Socorro Grant, El Paso County, Texas, for right of way for Riverside Canal.

2. The following papers are inclosed:

- Contract, original, and 4 copies.
- ~~* Bond, original, and 3 copies.~~
- This letter, 3 copies.
- Engineer's Certificate, orig. & 4 copies
- Report on Land Purchase Contract, orig. & 4 copies
- Plat & 4 copies
- Possessory certificate, orig. & 4 copies
- Report of Board of Appraisal, orig. & 4 copies.

H. M. Loomis
(Signature) Superintendent

El Paso, Texas
(Place)

(Date) JUN 10 1927

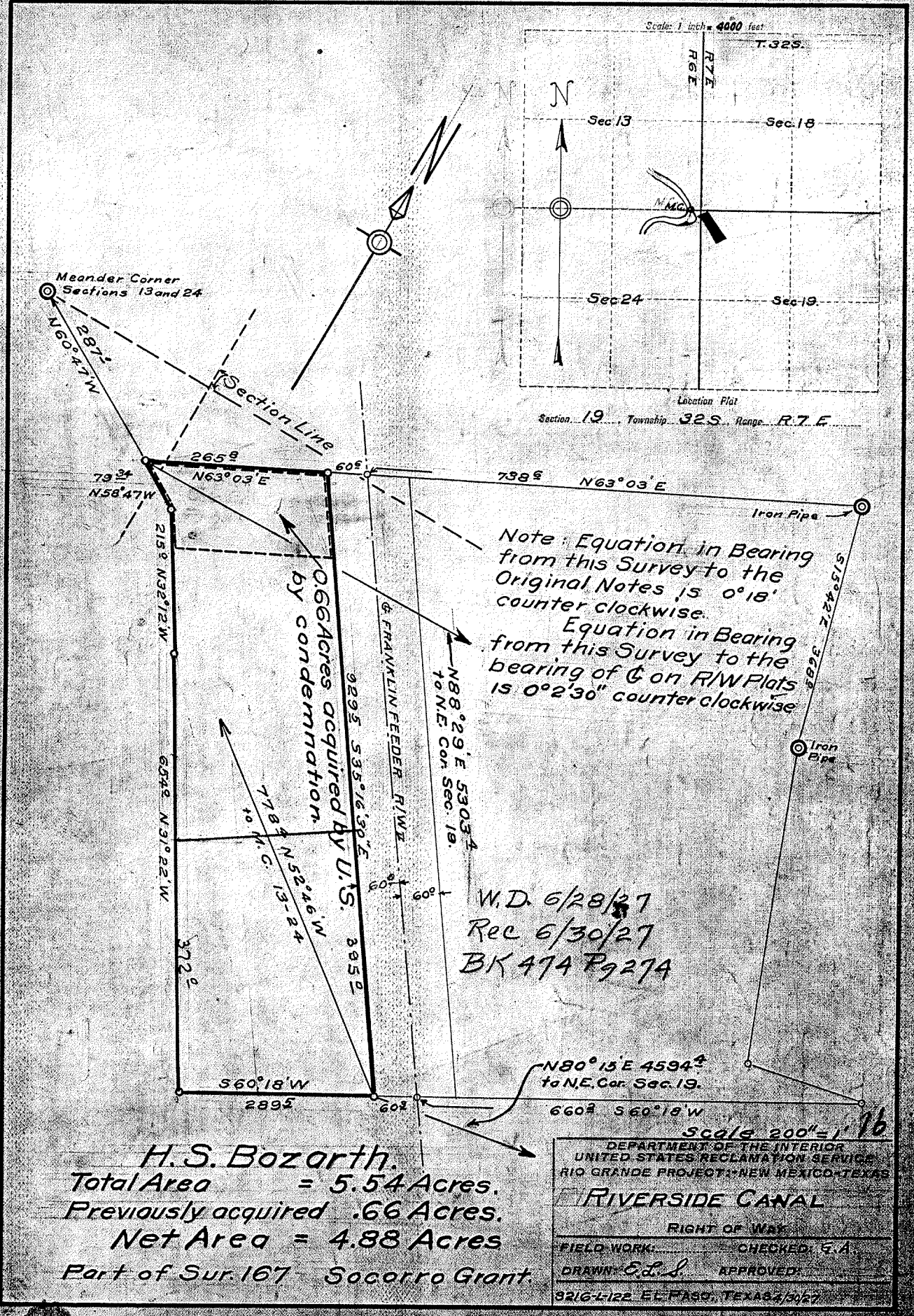
On this date the above-described contract* ~~and bond~~, approved as to form, execution, and legal sufficiency, and inclosures as follows returned to project office:

- Plat & 4 copies
- Contract, original, and 3 copies.
- ~~* Bond, original, and 3 copies.~~
- This letter, 3 copies.
- Engineer's Cert. orig & 4 copies
- Report on Land Purchase contract, orig & 4 copies.
- Possessory certificate, orig & 4 copies.
- Report of Board of Appraisal, orig & r copies.

* Mark out if not needed

6-3365

19-1112



12-24-18

CERTIFICATE OF PROJECT SUPERINTENDENT

I HEREBY CERTIFY that the land described in attached land purchase contract dated May 14, 1927, between The United States of America and H. S. Bozarth, et ux., is required for the purposes authorized by the Act of June 17, 1902, (32 Stat., 388), namely, as right of way for the Riverside Canal, a part of the Rio Grande Federal Irrigation Project; that the consideration to be paid thereunder, namely \$610.00 is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

Dated at El Paso, Texas, this 14th day of May, 1927.

L. H. Lawson,
Project Superintendent, Bureau of
Reclamation.

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REPORT OF BOARD OF APPRAISAL

-:-:-:-:-

We, the undersigned, members of a board designated to fix the value of 4.88 acres of land to be purchased by the United States from H. S. Bozarth, et ux., for right of way for the Riverside Canal of the Rio Grande Federal Irrigation Project, described in an agreement to sell dated May 14th, 1927, find that the fair and reasonable value of said land is the sum of \$610.00.

El Paso, Texas, May 16th, 1927.

Milton S. Graves,
Representative El Paso County Water
Improvement District No. 1. R

Geo. W. Hoadley
Representative U. S. Bureau of Reclamation.

El Paso, Texas, April 30, 1927

Mr. H. S. Bozarth,
Ysleta,
Texas

Dear Sir:

Enclosed herewith is a plat of a tract of land containing 4.88 acres shown by metes and bounds in Survey No. 167 of the Socorro Grant, El Paso County, Texas. This tract is required by the Bureau of Reclamation for the construction of Riverside Canal for which said tract the United States hereby offers to purchase from you at the rate of \$125.00 per acre or a total for the 4.88 acres of \$610.00.

Kindly advise by return mail whether this offer is satisfactory to you.

Enc.
plat

Very truly yours,

CC
District Counsel ✓

L. R. Flock,
Acting Project Superintendent.

27

I 161-157

Form 7-276.
Approved by the Department of the
Interior, May 8, 1920.
Reprint Dec., 1920.

LAND PURCHASE CONTRACT.
(See pp. 251-266, Vol. 1 of Manual.)

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE
PROJECT

THIS AGREEMENT, made May 14th, 1927, 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 Superintendent, Bureau of Reclamation, 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

H. S. Bozarth and Mary A. Bozarth, his wife,
of Isleta, Texas, County of El Paso State of Texas
(P. O. address.)

hereinafter styled Vendor, to their heirs, executors, administrators, successors, and assigns.

WITNESSETH: The parties covenant and agree that—
2. 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
(General warranty, covenant against grantor, or quitclaim.)

deed convey to the United States of America free of lien or incumbrance the following-described real estate which is in their community property situated in the County of El Paso, State of Texas
(Homestead, community, separate.)

A tract of land situated approximately one and one half (1½) miles south of the Catholic Church in Socorro, El Paso County, Texas within the northeast quarter (NE¼) Section twenty-four (24), Range six (6) East and the northwest quarter (NW¼) section nineteen (19), Range seven (7) East, Township thirty-two (32) south, Bureau of Reclamation Survey, being also within Survey one hundred sixty-seven (167) of the Socorro Grant, more particularly described as follows:

Beginning at a point the northwest corner of survey one hundred sixty-seven (167) of the Socorro Grant and from which point a meander corner on the north line of section twenty-four (24) bears north sixty degrees forty-seven minutes (N 60°47') west two hundred eighty-seven and one tenth (287.1) feet, and the northeast corner section nineteen (19) bears north eighty-eight degrees twenty-nine minutes (N 88°29') East five thousand three hundred three and four tenths (5303.4) feet; thence north sixty-three degrees three minutes (N 63°03') east along the northwesterly line of survey one hundred sixty-seven (167), two hundred sixty-five and eight tenths (265.8) feet to a point on the southwesterly right of way line of the San Elizario Canal and from which point the northeast corner of survey one hundred sixty-seven (167) bears north sixty-three degrees three minutes (N 63°03') east seven hundred ninety-nine and two tenths (799.2) feet; thence south thirty-five degrees sixteen minutes thirty seconds (S 35°16'30") East along said southwesterly right of way line of the San Elizario Canal otherwise known as the Franklin Feeder Canal, nine hundred twenty-nine and five tenths (929.5) feet to a point on the southeasterly line of survey one hundred sixty-seven (167) and from which point the southeast corner of survey one hundred sixty-

Checked for Engr. Data G. M. H.

seven (167) bears north sixty degrees eighteen minutes (N 60°18') East seven hundred twenty and five tenths (720.5) feet and the meander corner on the north line of Section twenty-four (24) bears north fifty-two degrees forty-six minutes (N 52°46') west seven hundred seventy-eight and four tenths (778.4) feet and the northeast corner section nineteen (19) bears north eighty degrees fifteen minutes (N 80°15') east four thousand five hundred ninety-four and four tenths (4594.4) feet; thence south sixty degrees eighteen minutes (S 60°18') West along the southwesterly line of survey one hundred sixty-seven (167) two hundred eighty-nine and five tenths (289.5) feet to a point the southwest corner of survey one hundred sixty-seven (167); thence along the southwesterly line of survey one hundred sixty-seven (167) north thirty-one degrees twenty-two minutes (N 31°22') west six hundred fifty-four and no tenths (654.0) feet north thirty-two degrees twelve minutes (N 32°12') west two hundred fifteen and no tenths (215.0) feet and north fifty-eight degrees forty-seven minutes (N 58°47') west seventy-nine and thirty-four hundredths (79.34) feet to the point of beginning; said tract containing five and fifty-four hundredths (5.54) acres more or less of which sixty-six hundredths (0.66) acres is the property of the United States and the remainder or four and eighty-eight hundredths (4.88) acres more or less is the part herein intended to be conveyed.

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

Six Hundred Ten and no/100

dollars (\$ 610.00) by U. S. Treasury warrant or fiscal officer's check.

6. Liens or incumbrances 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 May 15, 1927 and retain the crops notwithstanding earlier delivery of the deed as herein provided, and

thereon until May 15, 1927; 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-

H.S.B.

M.A.B. Jm.f.

nate by limitation at the expiration of _____ 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 employee 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 _____
Project Manager, U. S. R. S.

Superintendent

Vendor.

H. S. Bozarth

Vendor.

Mary A. Bozarth

Vendor.

Ysleta,

Approved:

(Date) _____
Texas

CERTIFICATE OF ACKNOWLEDGMENT.

STATE OF Texas

COUNTY OF El Paso

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

(a) I, Geo. W. Hoadley

Notary Public

in and for said county, in the State aforesaid, do hereby certify that H. S. Bozarth and Mary A. Bozarth, his wife

who ~~are~~ are personally known to me to be the persons whose name s are 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 their free and voluntary act, for the uses and purposes therein set forth.

(b) I further certify that I did examine the said Mary A. Bozarth 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 May, 1927

[SEAL] Geo. W. Hoadley
Notary Public in and for
El Paso County, Texas
My commission expires 6/1/27

COUNTY RECORDER'S CERTIFICATE

STATE OF Texas
COUNTY OF El Paso
I hereby certify that this instrument was filed for record at my office at _____ o'clock _____ M., _____, 1927 and is duly recorded in Vol. _____ of _____ Page No. _____

By _____ Fees, \$ _____
County Recorder.

AFFIDAVIT OF DISINTERESTEDNESS

STATE OF Texas
COUNTY OF El Paso
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 H. S. Bozarth and Mary A. Bozarth, his wife

that I made the same fairly without any benefit or advantage to myself, or allowing any such benefit or advantage corruptly to the said H. S. Bozarth and Mary A. Bozarth, his wife, 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.

L. M. Lawson
Superintendent
Subscribed and sworn to before me at El Paso, Texas, this _____ day of May, A. D. 1927 My commission expires June 1st, 1927

Geo. W. Hoadley
Notary Public

El Paso, Texas, May 5, 1927

Mr. H. S. Bozarth,
Ysleta,
Texas

Dear Mr. Bozarth:

This will acknowledge receipt of your communication dated April 30, 1927, rejecting our offer to purchase 4.88 acres more or less in Survey of the Socorro Grant for a consideration of \$125.00 per acre.

I note that you state that you will only consider a sale of this acreage to the United States for the sum of \$1250.00. I also note that you state this sum includes payment for four bulls and damage to fruit trees, etc., on account of the break in the San Elizario Canal some years ago, and in addition thereto damage to a pair of Wagon Platform Scales. I beg to advise you in this connection that the matters you speak of bear absolutely no relationship to land purchases, which under the law must be treated entirely as independent transactions. The other matters about which you speak are properly within the field of separate administrative consideration and our records disclose that claim for damages on account of the ditch break mentioned was fully considered in accordance with established practice, decision rendered thereon and full opportunity given you to appeal. This is accordingly a closed matter, and as suggested above, has nothing to do with the matter of the proposed land purchase in survey 167.

In view of your rejection of our offer at \$125.00 per acre for the 4.88 acres in Survey 167, Socorro Grant, which we believe to be the fair and full value of the land in this tract, we have no choice but to call upon the Department for request that the Attorney General cause condemnation proceedings to be instituted. This will advise you that we are taking such steps at this time.

Very truly yours,

L. M. Lawson,
Project Superintendent,

CC:
District Counsel
El Paso, Tex.

El Paso, Texas, May 10th, 1927

Mr. H. S. Bozarth,

Ysleta, Texas.

Dear Sir, -

In reply to your favor of the 6th instant, in which you state that you will accept our offer of \$125.00 per acre for the 4.88 acres required by the United States in Survey #167 of the Socorro Grant, provided that we let Joseph Silva decide your claims for damages, would say that the acquisition by the United States of this tract of land would have to be handled in the manner prescribed by law and we could not insert in a land purchase contract any proviso regarding the settlement of damages due to the operation of our canals, which as before explained, must be handled independently.

There will be no objection to your naming Joseph Silva as your representative on any claim which has not already been filed and which you may file in the manner prescribed for making such claims. If you now wish to accept our offer of \$125.00 per acre for the 4.88 acres we require in survey #167 and are willing to execute the usual land purchase contract prescribed for this purpose we would be willing to take steps to see that the suit to condemn would be held up in time to save any court costs being incurred. In order to do this, however, the matter would necessarily have to be brought to definite conclusion without further delay.

Yours very truly,

cc-District Counsel ✓

L. M. Lawson,
Superintendent.