

760

DYER, JOHN L., et. ux., Ann L.

WARRANTY DEED

163
RIVERSIDE CANAL

0023-00 ~~10~~ 82-0038-00

16-(38) Texas

781

(Copy)

Comptroller General of the United States
Washington

April 20, 1929.

The Honorable,
The Secretary of the Interior.

Sir:

There has been approved for allowance the claim of Anna L. Dyer for \$850.50 covering the purchase price of land lying and situated in El Paso County, Texas, and in the west half northwest quarter (W $\frac{1}{2}$ NW $\frac{1}{4}$) Section thirty (30) Township thirty-two(32) south, Range seven (7), Bureau of Reclamation survey, being also within surveys 214 and 215 Socorro Grant, said land being more fully described in deed.

There are forwarded herewith abstract of title and deed pertaining to the above-described property. The Treasurer of the United States will transmit to you a check for \$850.50 drawn in favor of Anna L. Dyer and upon the vesting in the United States of a valid fee simple title to the property, free of all encumbrances, the check should be delivered to the claimant in care of the Pioneer Abstract & Guaranty Title Co., El Paso, Texas.

Respectfully,

(Sgd.) J. R. McCarl
Comptroller General
of the United States.

WBA/S
DEPARTMENT OF THE INTERIOR,
April 20, 1929.

Respectfully referred to the
Commissioner, Bureau of Reclamation,
for consideration and appropriate action.

(sgd.) Jos. M. Dixon
First Assistant Secretary.

(Copy)

General Accounting Office.
Claims Division.

Gentlemen:

I want to know why my claim under the terms of contract 116R-245, dated Oct. 12-1924 is not paid. It has been ordered by Mr. Head on March 30th to be paid, after seven long months.

You perhaps do not consider that the crops grown on this land for this year is a loss of a hundred dollars an acre to me, nor do you even pay us interest on anything. The claim has been proven clear and just and I am at a loss to understand the delay.

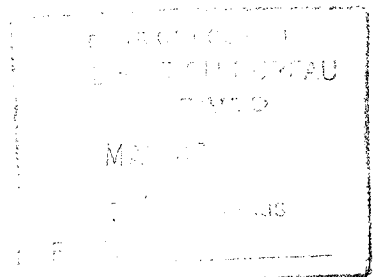
Your machines have been long working on the land I let you have, much against my will, and I do not care to be ugly about this matter but I need the money and want the claim paid.

Please let me hear from you at once and oblige.

(Sgd.) Anne L. Dyer

Box 49 F., Ysleta, Tex.

May 6, 1929



(Copy)

GENERAL ACCOUNTING OFFICE
WASHINGTON

May 15, 1929.

Claims Division

Pre.-0253978-ZWS

Secretary of the Interior,
Washington, D. C.

Sir:

Forwarded herewith is a letter dated May 6, 1929, from Anne L. Dyer, in whose favor certificate of settlement No. 0203864-Int., in the amount of \$850.50 was issued April 20, 1929, a check in payment being mailed in your care April 23, 1929, by the Treasurer of the United States.

Attention is called to the fact that the claimant gives her address as Box 49 F, Ysleta, Texas, instead of that appearing on the certificate.

For the Comptroller General of the United States.

Respectfully,

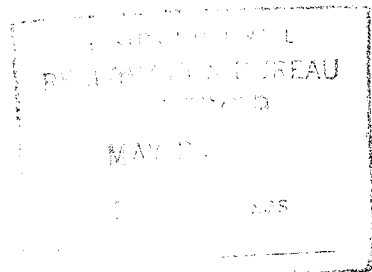
(Sgd.) A. W. McThomas
Asst. Chief, Claims Division.

DEPARTMENT OF THE INTERIOR
Washington May 18, 1929.

Respectfully referred to the Commissioner, Bureau of Reclamation, together with above enclosure, for consideration and appropriate action.

(sgd.) Jos. M. Dixon
First Assistant Secretary.

Inc. 279532.



May 23, 1929.

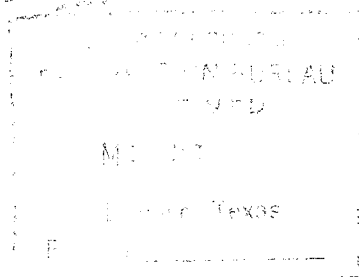
From Commissioner
To Superintendent, El Paso, Texas.
Subject: Right-of-way acquired from Anne L. Dyer -
Rio Grande project.

1. I am inclosing herewith check No. 34623, drawn by the Acting Assistant Treasurer of the United States to Anne L. Dyer for \$850.50 in payment of purchase price for a tract of land acquired for right-of-way for the Riverside canal. There is also inclosed a copy of letter dated April 20, 1929, from the Comptroller General to the Secretary of the Interior, advising that a check would be forwarded to the Secretary for delivery to the payee when a valid fee simple title to the property had vested in the United States.

2. From the district counsel's opinion of title, dated March 22, 1929, it appears that good title, free of all encumbrances, is now vested in the United States and that nothing further need be done before delivery of the check to the payee. The address given in the claim, however, was El Paso, Texas, in care of the Pioneer Abstract and Guarantee Title Company, while the letter from Mrs. Dyer to the General Accounting Office, copy inclosed, gives her address as Box 49 F, Ysleta. No special reason seems to have been given in the claim or the correspondence why the check should be mailed in care of the abstract company, but in view of the conflict in the addresses given, the check is being forwarded to you for delivery to the proper party.

Inclosure No. 278446.

cc - Denver
DO, El Paso.



MAY 20 1929

The Honorable,

The Comptroller General.

My dear Mr. Comptroller General:

Reference is made to your letter of April 30, 1929, advising that the claim of Anne L. Dyer for \$850.50, covering the purchase price for certain land acquired for right-of-way for the Rio Grande Federal Irrigation project, had been approved for payment and that check in favor of the claimant would be transmitted to me for delivery to the payee when a valid fee simple title to the property had vested in the United States. In this connection, there has also been received letter dated May 15, 1929 (Pre.-0253278-285), from the Assistant Chief of Claims Division, General Accounting Office, relative to the matter, inclosing a letter from the claimant requesting immediate payment. The letter from Mrs. Dyer is herewith returned for your files.

From the opinion of title by the district counsel, Bureau of Reclamation, at El Paso, Texas, it appears that a valid fee simple title to the property free of all encumbrances is vested in the United States and the check covering payment is accordingly being forwarded to the payee. In view of the conflicting addresses given in the claim and the claimant's letter inclosed, the check is being forwarded through the superintendent, Bureau of Reclamation, at El Paso, who negotiated the transaction with Mrs. Dyer and who will see that the check is delivered to the proper party.

It is assumed that the abstract of title and deed covering the property should be permanently filed in your office with the claim, as is the custom in cases of this nature, and I am therefore returning these papers herewith for that purpose.

Very truly yours,

(sgd.) JOS. M. DIXON

First Assistant Secretary.

Inclosures No. 278445.

cc - Denver
Supt., El Paso
✓ DC "

RECEIVED
MAY 20 1929
U. S. DEPT. OF AGRICULTURE
BUREAU OF RECLAMATION

El Paso, Texas

May 28, 1929

Mrs. Anne L. Dyer,
Box 49-F,
Ysleta, Texas.

Dear Mrs. Dyer, -

There has been received in this office Government check #34623 in the amount of \$850.50 in your favor. This check is in payment in full for land acquired by the United States for right of way for the Riverside Canal, being portions of Surveys 214 and 215 of the Socorro Grant, and fully described in deed dated October 16th, 1928.

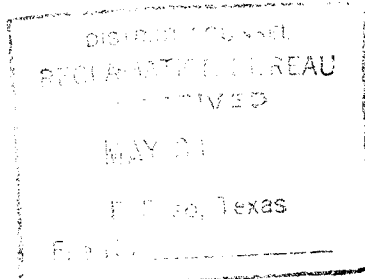
Some unusual practices in this particular case and various addresses appearing in the record, may explain some of the delays in final transmittal of payment to you since the clearing up of the title. The check was drawn by the Assistant Treasurer of the United States on authorization of the General Accounting Office and forwarded to the office of the Secretary of the Interior for payment upon delivery to the United States of a valid fee simple title to the property free of all encumbrances. This was unusual in that the deeds and abstracts usually accompany the vouchers and payment is made direct to the claimant upon acceptance of the deed. Furthermore, original instructions from you were that payment be made through the Pioneer Abstract Company and therefore your address carried on the record was in care of the Pioneer Abstract and Guarantee Title Company, El Paso, Texas. From your letter of May 6th, 1929, to the Claims Division of the General Accounting Office, your address was given as Box 49-F, Ysleta, Texas. Because of the conflicting addresses the check has been mailed to this office instead of directly to you, with instructions to make delivery to the proper party. Upon inquiry from Mr. Gillott of the Pioneer Abstract and Guarantee Title Company, he advises that there is no longer any particular reason why the check should be delivered through them. I am therefore pleased to transmit the check herewith to you.

Very truly yours,

L. R. Flock,
Acting Superintendent.

Encl.
Check

cc-Commissioner (3)
Chief Engineer
D.C., El Paso ✓



THE STATE OF TEXAS)

COUNTY OF EL PASO)

I, Anne L. Dyer, being first duly sworn, do say on oath:

That I am the same person who, together with my late husband, John L. Dyer, entered into a contract dated October 12th, 1928, with the United States Bureau of Reclamation, Rio Grande Project, being numbered IL6r-245, which related to 4.39 and 1.28 acres of land out of Surveys 214, 215 and 228, Socorro Grant, in El Paso County, Texas, and the contract price for which was \$850.50.

I further state that my said husband, John L. Dyer, died at Los Angeles, California, on February 5th, 1929;

I further state that my said husband had no interest whatever in said land covered by said contract above mentioned, or any part thereof, and that all of same was and is my own separate property and estate and never was community property or estate, and that the joinder of my said husband was pro forma and not because of any real interest in him.

I make this affidavit to the end that payment may be made to me promptly of the \$850.50 due from the Government to me under said contract.

Anne L. Dyer

Sworn to and subscribed before me by Anne L. Dyer, this

5th day of March, 1929.

My commission expires May 31st, 1929.

R. A. Martin

Notary Public in and for
EL PASO COUNTY, TEXAS



A G R E E M E N T

THIS AGREEMENT, entered into by and between A. Davilla joined by his wife Francisca Davilla parties of the first part, and Anne L. Dyer, joined by her husband, John L. Dyer, parties of the second part,

W I T N E S S E T H

THAT WHEREAS, heretofore the parties hereto entered into a written mutual agreement dated May 2, 1928 for exchange of about 8 $\frac{1}{2}$ acres of land,

WHEREAS the said parties are now mutually desirous of cancelling and terminating the said agreement,

NOW THEREFORE in consideration of the premises and the mutual release of the parties hereto from the obligations of the aforesaid contract dated May 2, 1928, it is agreed by and between the said parties that the said contract of May 2, 1928 between the said parties shall be cancelled, released and held for nought

WITNESS our hands and seals this 24th day of October

A. D. 1928.

Geo W. Hoadley

A. R. Hoadley
Witnesses

John L. Dyer
Anne L. Dyer
Parties of the first part.

Geo W. Hoadley

R. C. Davila
Witnesses to signature
and mark

A. Davila
Her
+ FRANCISCA E. DAVILA
Mark Parties of the second part.

El Paso, Texas

September 27, 1928

Mrs. John L. Dyer,
R. F. D. No. 1,
Ysleta, Texas.

Dear Madam, -

Enclosed herewith are two land purchase contracts for the right of way required for the construction of Riverside Canal and Intercepting Drain, out of Surveys 214, 215, 228, 230 and 231, Socorro Grant.

The contract in the sum of eight hundred fifty and 50/100 (\$850.50) Dollars is for the land to be acquired out of Surveys 214, 215 and 228, Socorro Grant, to which you have the legal title. The contract in the sum of Sixteen hundred forty-two and 50/100 (\$1642.50) Dollars is for the right of way required out of Surveys 230 and 231, Socorro Grant, to which you have agreed to perfect your title, in accordance with our discussion on the 25th instant.

In lieu of an abstract of title we are authorized to accept a Guaranty of Title Certificate to be issued by the Pioneer Abstract and Guarantee Title Company of El Paso County, Texas.

Encls.
Land purchase
contracts

Very truly yours,

L. R. Flock,
Acting Superintendent.

JOHN L. DYER
ATTORNEY AT LAW
SUITE 329 CITIZENS NATIONAL BANK BUILDING
LOS ANGELES, CALIFORNIA
VANDIKE 1987

Mrs. John L. Dyer

-5-

October 1st, 1928

I am handing to you three copies of this letter,-
one that you can show to Mr. Flock and one to Mr. Jones and one
to Mr. Gillott.

With lots of love,

Yours,

J L D: C
Encl.

COPY

Mrs. John L. Dyer

-4-

October 1st, 1928

Now, I do not want to disappoint you and I do not want to discommode Mr. Flock; but there is only one way to handle matter and as herein indicated. I suppose the Reclamation Service has the money on hand with which to pay for land and will immediately pay for same upon delivery of deed and receipt of guarantee of title; but it does seem to me they should permit a guarantee of title to except the lien of the Federal Land Bank. If this is not agreeable, you might arrange with the Pioneer Abstract Company to retain in its possession a certain sum of money, paying you thereon eight per cent, and issuing their certificate and the retention of the money would protect them on their guarantee.

As I infer, this canal will go over the land that you bought from Newman and Maple; then over the Davilla land. I do not know what part of 213 the canal will traverse. Do you now own all of 213 or any of the land of 213 that the canal will traverse? I do not recall if you mortgaged to the Federal Land Bank any part of 213. Apparently, the canal goes over a little of 214, which you bought from Tom Lea. 215 is the Johnson land. So apparently, the only thing involved with the Federal Land Bank loan would be survey 228, bought from Newman and Maple, and 214. 215 was bought from Mrs. Johnson. That can be easily handled. Of course, there would be no Federal Land Bank loan on 216 and 217 and I suppose Stevens has made no Federal Land Bank loan on 230 and 231. So the situation is not at all complicated and there should not be very much delay. All that is necessary is for Cyrus Jones to ascertain whether Federal Land Bank will make a partial release and upon payment of what sum per acre and for you to get a deed from Stevens and Davilla and then let the Pioneer Company investigate and give statement whether or not they will issue guarantee of title. Then, if they will, deliver deed to them and let them surrender it upon payment of consideration by the Reclamation Service and delivering their certificate of title.

I would suggest immediately upon receipt of this letter, that you go and see Mr. Flock, Mr. Jones and Mr. Gillott. I will arrive in El Paso Tuesday night, the 9th, and we can go to El Paso on Wednesday and get all started; but I will never consent to the signing of any contract with the United States because when such is done, they are entitled to go into possession and then, if questions of title or guarantee of titles arose, you would be held up forever for your money. You do not want to put yourself in this position.

Mrs. John L. Dyer

-3-

October 1st, 1928

then they would make you put up the money inescrow with them until you paid off the Federal Land Bank loan and it would do you no good. Whereas, if condemnation suit was brought, the Reclamation Service would have to make the Federal Land Bank a party and could require them to execute a release upon payment of a certain sum, or divide the money among you and them. Under no circumstances should any contract be executed giving them the right to enter into possession pending perfection of title. I would advise that you at once see Mr. Cyrus Jones and have him write the Federal Land Bank at Houston and explain the situation to them, showing how much acreage will be taken out of the surveys upon which they have a loan and upon what basis they will execute a partial release, or whether they will execute a partial release. When this is determined and insistence is still made that the Pioneer issue the guarantee of title, then see Mr. Gillott of the Pioneer, let him examine the title, and then let him state whether or not he will guarantee the title. If he will not guarantee title, you have nothing to sell to the Reclamation Service and they would be forced to bring the condemnation suit, but after examination of title, if they agree to guarantee title, then you could leave a deed with them and upon payment of money by the Reclamation Service, deed could be delivered and guarantee of title issued; and there will be no trouble nor complications.

Again, the contracts call for your selling a part of the Stevens land, to which you have never acquired title. You would have to acquire title to the Stevens land before you could deed same. You should at once complete your purchase with Stevens and the same thing applies to the Davilla land. I have not checked the field notes. The Reclamation Service have sectionized the Valley and I have no map applying this new sectionized survey to the original Socorro surveys, but that could be easily overcome by drawing on map of the various original Socorro surveys and applying thereon the field notes of the sectionized Reclamation survey.

Survey 215 is mortgaged to Mrs. Johnson and is not embraced in the Federal Land Bank loan. I think I can get a release from her upon payment of probably \$200.00. As I understand, you are not buying the Stevens land for cash. If you buy the land, you would have to have an agreement with them that they would give you a partial release as to land out of the Stevens land sold to the Reclamation Service. Likewise, the same thing in reference to Davilla's land. You could see Mr. Gillott and ascertain from him what his total charges will be for guaranteeing title.

Mrs. John L. Dyer

-2-

October 1st, 1928.

Again, I want you to consider Paragraph 6. It provides for approval by government officials. There might never be an approval, or you might be delayed indefinitely. Again, in Paragraph 8, upon signing the contract, officers and agents of the United States shall have unrestricted access to construct reclamation work upon lands. In other words, if this contract was signed, the Reclamation Service could go into immediate possession and being in possession, you could never dispossess them, because they had put a canal on your land and they might indefinitely delay accepting title, or the Pioneer Abstract & Title Company might refuse to issue guarantee of title. Yet the Reclamation Service would be in possession. In other words, you cannot afford, in dealing with the United States, to let them take possession of your property until you get the money. There is too much red tape in the Reclamation Service and at Washington.

The way the matter was handled in behalf of the Globe Grain & Milling Company at Idaho Falls was for the furnishing of an abstract for examination by the attorney for the Reclamation Service and when he examined same and approved the title, then a deed was sent to the bank at Idaho Falls, with instructions to turn same over to the Reclamation Service when the money was paid and we had no trouble.

In this case, they demand a guarantee of title from The Pioneer Abstract & Guarantee Title Company. This is going to be very expensive. They will require that you pay for abstract. They will then require that you pay the premium for the guarantee of title. It seems to me it is very arbitrary on their part to select the Pioneer Abstract & Guarantee Title Company and not accept the Stewart Title Company. A guarantee of title of one is just as good as a guarantee of title of the other and the Stewart Title Company have already so often guaranteed your title that there would be no question in reference to their so doing. The Pioneer Abstract & Guarantee Title Company, after examining your title, might refuse to do so. Then you would be in an awful fix. The Reclamation Service would be in possession of your land and you would have no redress until you got the guarantee of title. And another thing that must be considered. The Federal Land Bank may refuse to give a partial release of its lien. If so, the Pioneer Abstract & Guarantee Title Company could not make the guarantee. It seems to me that the Reclamation Service, if they are going to demand the guarantee of the Pioneer Abstract & Guarantee Title Company, should agree that the guarantee should be subject to loan due the Federal Land Bank. The Federal Land Bank are amply secured by all of the rest of your land. If the Pioneer Company guaranteed the title and you could not get a release,

JOHN L. DYER
ATTORNEY AT LAW
SUITE 329 CITIZENS NATIONAL BANK BUILDING
LOS ANGELES, CALIFORNIA
VANDIKE 1987

October 1st, 1928

Mrs. John L. Dyer,
Box 49-F,
Ysleta, Texas

My dear:

I am referring to your letter of Thursday in reference to land which the Reclamation Service desire to purchase, in which was handed me by you the enclosed letter written by Mr. L. R. Flock to you underdate of September 27th, and also the two enclosed land purchase contracts.

This situation is not at all new to me. A similar situation arose at Idaho Falls concerning land owned by the Globe Grain & Milling Company. The Reclamation Service desired to establish a dam there and it was necessary to acquire a grain elevator and land adjoining the Globe Grain & Milling Company and similar form of contract was presented and which I declined to approve, much to the disappointment of the directors and officers of the Globe Grain & Milling Company. But when I fully explained to them the contract and consequences thereof, they readily accepted my advice and in that case, the Globe Grain & Milling Company declined to enter into any contract with the Reclamation Service at Idaho Falls and stated that they would prefer that a condemnation suit be brought. The Reclamation Service there had agreed upon a price that would be paid, just as price has been agreed upon which you should be paid.

Now, as to the reason why I so advised the Globe Grain & Milling Company not to execute the contract. If you will carefully read Paragraphs 4 and 5, you will see that you are required to furnish a complete abstract and that if you fail to do so, the United States, at your expense, can do so. In Paragraph 5, it is provided that you will give all assurance of title and affidavit as may be required by the United States. Now, it is true Mr. Flock's letter states that a guarantee of title issued by the Pioneer Abstract & Title Company will be accepted. If so, Paragraphs 4 and 5 should absolutely be eliminated. Mr. Flock could not legally, by an outside agreement, overcome the effect of Paragraphs 4 and 5 contained in the contract to purchase. If you are required to furnish an abstract, as you are under Paragraph 4, it might go to some assistant Attorney General at Washington, who would know nothing regarding Texas titles. He might require every form and character of an affidavit and which you might not be enabled to obtain.

REPORT OF BOARD OF APPRAISAL

We, the undersigned, members of a board designated
to fix the value of 4.39²⁸ acres of land to be purchased by the
United States from Anne L. Dyer and John L. Dyer, for right-
of-way for the Riverside Canal of the Rio Grande Federal
Irrigation Project, described in agreement to sell dated
October 12th, 1928, find that the fair and reasonable value
of said land is the sum of \$850.50.

Geo. W. Huffman
Representative of El Paso County
Water Improvement District #1.

Geo. W. Hoadley
Representative of the United States
Bureau of Reclamation.

Ysleta, Texas, October 16, 1928.

CERTIFICATE OF POSSESSION

I HEREBY CERTIFY that I have personally examined the land described in attached land purchase contract dated October 12th, 1928, between the United States of America and Annæ L. Dyer and John L. Dyer, 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 16 day of October, 1928.

Geo. W. Hoadley
Junior Engineer.

CERTIFICATE BY PROJECT SUPERINTENDENT

I hereby certify that the land described in attached land purchase contract dated October 12th, 1928, between the United States of America and Annie L. Dyer and John L. Dyer, is required for 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 \$850.50, is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

Dated at El Paso, Texas, this 17th day of October, 1928.

D. C. Taylor
Acting Superintendent
Bureau of Reclamation.

It is also agreed that A. Davila
will give me a wagon road
along the drainage canal and access
to bridges at all times.

A. Davila,
Francisca C. Davila
John T. Dyer
Anne T. Dyer

DONE, this 2nd day of May, A.D. 1928

taxes including state and county taxes, water and irrigation taxes,, ,
prior to the year 1927, shall be paid by each, on the land owned
by each, and each shall deliver to the other statement so showing

El Paso, Texas, March 22, 1929.

From: District Counsel

To: Superintendent, Rio Grande project, El Paso, Texas.

Subject: Acquisition of land - Opinion of title to land described in contract dated October 12, 1928 with John L. Dyer and Anne L. Dyer, his wife, area 4.39 and 1.28 acres; consideration \$850.50 for Riverside Canal - Rio Grande project.

1. Title to land described in the above named contract now appears to be satisfactorily vested in fee simple in the United States free of liens and encumbrances as shown by certificate of guarantee of title No. C-6020 of the Pioneer Abstract and Guarantee Title Company, dated February 18, 1929 and Warranty Deed from the grantors dated October 16, 1928.

2. Taxes under the Texas law become a lien January 1 of the year in which levy and assessment is made. All prior taxes have been paid and the taxing officials had not completed levy and assessments for 1929 at the time the conveyance to the United States was recorded, and taxes for 1929 may accordingly be disregarded.

3. It will be noted that the contract and deed were executed by both John L. Dyer and Anne L. Dyer, his wife. Since this conveyance was made and on February 5, 1929, John L. Dyer died. It satisfactorily appears, however, that, in fact, the property conveyed was the sole and separate estate of the contractor Anne L. Dyer; that the other persons who joined in the contract, John L. Dyer, now deceased, had no real interest in the property whatsoever and simply joined in the conveyance and contract as a matter of form and at the request of the United States. These facts are supported by the affidavit of Anne L. Dyer dated March 5, 1929 and by a duly executed certificate of the Pioneer Abstract and Guarantee Title Company to this effect.

4. It is accordingly recommended that the consideration named in the contract \$850.50 be paid to Anne L. Dyer, the person legally entitled to the said consideration. There are transmitted herewith original and two copies of deed, certificate of

guarantee of title, and tax certificate, affidavit of Anne L. Dyer, certificate of Pioneer Abstract and Guarantee Title Company as to sole ownership by Anne L. Dyer of the property conveyed, original contract and all title papers.

- - - - -
H. J. S. Devries

OFFICERS

TOM B. NEWMAN
President

N. H. GILLOT
Vice-President

JAMES W. GIBB
Vice Pres. & Treas.

A. G. FOSTER
Secretary

B. E. SCHWARZBAUGH
Asst. Sec'y

Pioneer Abstract & Guarantee Title Company

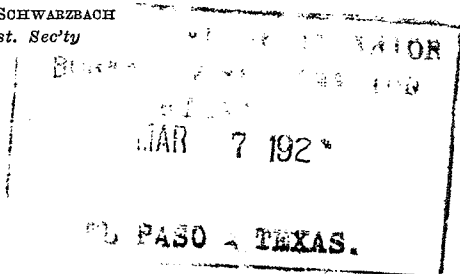
First National Bank Building

El Paso, Texas

DIRECTORS

W. H. BUCHER
A. H. CULWELL
JAMES W. GIBB
N. H. GILLOT
TOM B. NEWMAN
H. H. NEWMAN
M. C. WILCOX

LEGAL DEPARTMENT
W. W. TURNER
W. H. BURGESS
A. H. CULWELL
J. M. POLLARD



March
Sixth
1929

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

Gentlemen:

We herewith return to you the voucher properly signed by Mrs. Anne L. Dyer, to which are attached an affidavit of the payee in said voucher, and also a Certificate by this Company, stating that this property was the separate estate of Mrs. Dyer.

Very truly yours,

PIONEER ABSTRACT & GUARANTEE TITLE CO.,

By

M. C. Wilcox
MANAGER.

NHG:ls

Encs.

C E R T I F I C A T E

We do hereby certify that from an examination of the public records of El Paso County, Texas, it appears that by Deed dated October 9, 1924, recorded in Bk. 441, pg. 59, William D. Green conveyed to Anne L. Dyer, Surveys 214 and 228 of the Socorro Grant in El Paso County, Texas. Said Deed recites that the property was conveyed to said Anne L. Dyer as her separate estate and for her sole use and benefit and that the consideration was \$10.00 and love and affection the grantor has for his daughter, the grantee.

And we further certify, that on April 3rd, 1925, William D. Green, conveyed to Anne L. Dyer, Survey 215 by Deed Recorded in Bk. 452, ^Rpg. 480, of the Deed Records of El Paso County, Texas, the consideration in said Deed being \$10.00 and love and affection of the grantor for his daughter the said Anne L. Dyer, and that said property was conveyed to said Anne L. Dyer as her separate estate and for her sole uses and benefit.

IN WITNESS WHEREOF, The Pioneer Abstract Company has hereunto set its hand by its Manager and affixed its corporate seal this 6th day of March, A.D. 1929.

PIONEER ABSTRACT & GUARANTEE TITLE COMPANY,

By

W. H. Gilson
M A N A G E R.

A G R E E M E N T
- - - - -

THIS AGREEMENT, entered into and between A. Davilla, joined by his wife Francisca Davilla parties of the first part, and Anne L. Dyer, joined by her husband, John L. Dyer, parties of the second part,

WITNESSETH:

THAT WHEREAS, said Davilla is the owner of approximately $8\frac{1}{2}$ acres of land in the Socorro Grant, in El Paso County, Texas, adjoining the irrigation canal and lying to the east thereof, and adjoining and surrounded by the land owned by Anne L. Dyer and lying a short distance westerly of the drainage canal, and approximately near to or close to Survey Number 210 of said Socorro Grant in El Paso County, Texas, and

WHEREAS, said Anne L. Dyer owns a tract of land lying between the drainage canal and the irrigation canal and adjoining tract of land heretofore owned by Mrs. Moon, now deceased said land so owned by Anne L. Dyer being in the Socorro Grant and having been purchased from C.M. Newman and others, and which said land owned by the said Anne L. Dyer lies to the south of and south easterly of said land owned by said A. Davilla, and said land of said Davilla adjoins same, and

WHEREAS, it is desired by the said Davilla to exchange said about $8\frac{1}{2}$ acres of land owned by him for about $8\frac{1}{2}$ acres out of said land owned by said Anne L. Dyer.

NOW THEREFORE, it is agreed that said Davilla joined by his wife Francisca Davilla, will convey to Anne L. Dyer,

heretofore owned by said Mrs. Moon and a strip so containing $8\frac{1}{2}$ acres to be so surveyed and conveyed by Anne L. Dyer, joined by her husband John L. Davilla, to said A. Davilla by warranty deed to said A. Davilla and said A. Davilla, joined by his wife Francisca Davilla to convey to Anne L. Dyer by warranty deed his said $8\frac{1}{2}$ acres, a survey of said $8\frac{1}{2}$ acres of land A, Davilla to be made. If less than $8\frac{1}{2}$ acres, or more than $8\frac{1}{2}$ acres, then Anne L. Dyer shall convey to him an equal quantity of acres so bound on the south by the land heretofore owned by the said Mrs. Moon and on the west by the irrigation canal and on the east by the drainage canal and between parrallel lines extending between said irrigation canal and said drained canal.

IT IS AGREED that A. Davilla, for the year of 1928 shall receive the crops growing on his $8\frac{1}{2}$ acres and for the year 1928, Anne L. Dyer shall receive the crops growing on her said $8\frac{1}{2}$ acres for the year 1928. Each is to pay 1928 tax and irrigation water and other taxes on there $8\frac{1}{2}$ acres for the year 1928.

IT IS AGREED that the land of said A. Davilla is fenced and on the south the land of Anne L. Dyer is fenced and that both fences shall be divided between said parties, Each is to furnish to the other a guarantee title issued by the Stewart Title Guaranty Company of El Paso and each shall pay title guarantee fee on the land by each conveyed.

IT IS UNDERSTOOD that the land owned by Anne L. Dyer is mortgaged, to the Federal Bank of Houston; and it will be necessary for her to get partial release and she shall have ample time and opportunity in which so to do. The land of each shall be conveyed to the other free from all liens and encumbrances and

El Paso, Texas,
October 17, 1928.

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

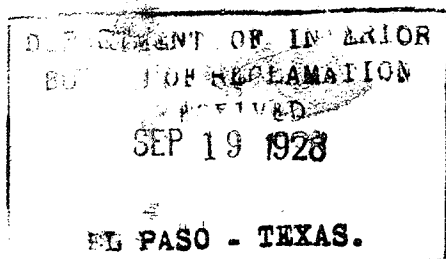
Dear Mr. Greet:

Will you kindly record the enclosed
contract dated October 12th, 1928 between the
United States and Anne L. and John L. Dyer,
billing the Bureau of Reclamation for the
recording fees.

Very truly yours,

H. J. S. Devries,
District Counsel.

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JOHN L. DYER

ATTORNEY AT LAW

SUITE 329 CITIZENS NATIONAL BANK BUILDING
LOS ANGELES, CALIFORNIA
VANDIKE 1987

September 17th, 1928

Mr. L. R. Flock,
U. S. Dept. of the Interior,
Bureau of Reclamation,
El Paso, Texas

Dear Sir:-

I have yours of the 5th. It is the purpose of Mrs. Dyer to return to El Paso within the next few days. Upon her return, she will be indeed glad to confer with Mr. Hoadley and yourself.

I am glad that you agree that whatever land is taken from the land owned by Mrs. Dyer that you will pay therefor, as well as any land included between the proposed new work and the present irrigation lateral. It is not the desire of Mrs. Dyer to sell any of her lands. She wishes to hold the acreage of her farm intact and if any of her lands are taken, the Reclamation Service should be willing, in justice and good morals, to pay her therefor such sum as will represent the necessary price to be paid by her for additional land in lieu of land taken. In other words, she wishes to maintain her present acreage. She is not going to permit any canals or drainage ditches to be run through her farm and ruin same; and if done, she will certainly seek proper compensation, not only for land actually taken, but for land damaged by reason thereof. I see no reason why Mrs. Dyer should release any owners of land by them contracted for sale to her. On the other hand, I recognize that a conference between such owners and Mrs. Dyer and the Reclamation Service, if decently and honestly had, might be productive of proper results. All Mrs. Dyer desires is that if you take any of her land, that she be recompensed by equal acreage of similar quality and if land is taken, it should be paid for on the basis which it would cost her to acquire other lands to compensate for land taken.

I differ with you that the right of way clause in the original El Paso Water Users' Association stock subscription applies. Such does not apply and such contract does not apply. My wife informs me that you have stated that the land you desire to take is worth something like \$75.00 an acre. Of course, this contention is absolutely ridiculous. The land that you purpose to take produces a bale of cotton to the acre, at least, - perhaps more. Cotton is worth at least

September 17, 1928

\$100.00 per bale. Land that will produce \$100.00 per acre per year is certainly worth more than \$75.00 per acre. Now, Mr. Flock, your attitude and that of the Reclamation Service is so ridiculous, nonsensical and unjust that serious consideration, until there is a change of attitude, and settlement is out of the question; and, if matters must be determined and be adjusted in Court, so let them be. I recognize legally that condemnation proceedings can be resorted to, but unless a just award is made, there will be plenty of delays and appeals and injunctions.

The question I want answered is this: What price are you willing to pay for the land you want and the land you ruin? I think any jury or arbitrating board will agree that you should pay her enough to enable her to buy adjoining land since she does not want to sell it at all and is only doing so to accommodate the Government.

It has been shown you, by the letter I sent you from Mr. A. P. Coles, who wrote at Mr. Hoadley's suggestion, to find out what adjoining land could be purchased for. This is bound to be an unselfish answer to what is involved, so why should my wife sell to you cheaper than she can buy from others, when the favor is all for you and she derives no benefit at all except an unsightly drainage, which she don't need and a small river directed through her farm? Are you willing to pay the price as stated above? If so, my wife might release the Davilla land since that was to be an exchange and in the Bryant land tract, you could buy the entire piece from her (as you will ruin it all) and with this money, she can purchase adjoining land.

In trying to force this thing, you are only laying up troubles, complications and delays for yourself, and you are trying to get this right of way so cheap that you are losing sight of the fact that land now lying an open area, which has been assessed for water and construction for years from \$5.00 to \$7.00 and all this expense borne by my wife, is not just river swamps. And to this add \$30.00 or \$40.00 for cleaning and leveling this land, which is now producing a bale of cotton to the acre.

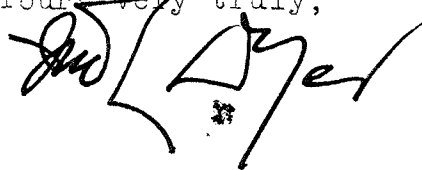
Regardless of what you have paid for land elsewhere, I want to know the exact price you are willing to pay for her land and if this agreement can be reached, she will be willing to sell you the acreage that your second map described provided that you stake it off and give her an exact location as she understands the maps to indicate.

I have tried to do all I can to help this matter along and think she has more than met you half way.

September 17, 1928

Perhaps you are right in your contention in reference to the maps, but I cannot accept your contentions. In dealing in this matter, my wife is not going to act on maps. She is going to demand and insist that stakes be placed on the ground and so that on the ground she can actually determine and see what land will be taken and where canal or drainage canal, or whatever you intend to erect, is located. My wife has worked ten long years on this farm and given her every best effort thereto and she is not going to have her farm ruined except under a decree of a proper Court; but, as stated, she will be there in a few days and the whole situation can be gone over with her present and you present. But, Mr. Flock, whatever you say, I shall insist of her that she require of you to put in writing. All she asks is that for what land you taken and for what land you ruin, you pay her therefor just exactly what it will be necessary for her to pay to obtain a similar amount of land. This is a fair proposition. You will have to pay the market value, - and market value not only of land taken, but damage to other land not taken by reason of construction of canals; and you know that any land lying between any canal and the river will be worthless, and market value is based upon what land can be bought and sold for. It is true the United States Government cannot purchase land and convey same, but the Reclamation Service and the Government can pay a just and proper price for land which will enable my wife to use such price and acquire an equal amount of land.

Yours very truly,



JLD:C

El Paso, Texas

September 6th, 1928

Mr. John L. Dyer, Attorney at Law,
Suite 329 Citizens National Bank Building,
Los Angeles, California.

Dear Mr. Dyer, -

From your letter of August 29th, 1928, addressed to Mr. Hoadley, in response to office letter of August 14th, 1928, it is apparent that our letter was considerably misunderstood. I am sure the letter was not written with the intent of or in the spirit of a threat and consider it unfortunate if it has been so interpreted as to further involve the negotiations for right of way necessary for the construction of the Riverside Canal.

The map which accompanied office letter of August 14th, 1928, was not made on a new line or location not heretofore considered with Mrs. Dyer. It was for the same line and location as shown on the general map referred to by you as the second one submitted to Mrs. Dyer and which was almost agreed upon. The map which accompanied the above letter was a detailed right of way plat showing the exact land to be taken and giving bearings and distances on the various courses from which a metes and bounds description could be written. The line and location was exactly the one shown on the general map and referred to as the compromised location. You will, I think, understand that a metes and bounds description could not have been written from the general map nor could the map itself without bearings, distances, or ties to permanent monuments, been accepted as a record.

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We have heretofore attempted to make clear that even though the right of way clause in the original El Paso Valley Water Users' Stock Subscription contracts might be invoked, it has not been the intention to do so on this canal on account of the special financial arrangements, and that it has been and is the plan to pay a reasonable price for all the land required for the construction of the canal as well as small tracts isolated or severed from the main body of land and which is not benefitted or protected by the new work. For this reason the plat submitted included not only the right of way actually required for the canal but also that included between the proposed new work and the present irrigation lateral. Land outside of the present lateral and levee embankment will not be changed in status by the new work.

As I understood Mrs. Dyer's wishes in the matter, she desired to trade land rather than to sell any outright, or accept payment for land to be taken from her property and required for the proposed construction and negotiate the purchase of other land herself. I am informed that there is no authority or provision for the Government to purchase land not required or damaged by actual construction of works and it would be nearly as difficult and complicated to transfer title to land from the United States to an individual even though we could make the purchase of the land desired by Mrs. Dyer. It therefore appears that the transactions must be confined to land actually affected, that is, Mrs. Dyer would receive payment for land required from her property with which she could negotiate the purchase of other land herself. The principal point which it was attempted to bring out in office letter of August 14th and which has evidently been interpreted as a veiled threat, though not at all intended for such, is that on account of certain agreements which Mrs. Dyer has with two other landowners in small tracts, these owners are not now free to negotiate with the United States for the land required from their property and as we see it then, it is within the power of Mrs. Dyer only to make arrangements which will permit negotiations to proceed either by releasing these respective property owners from their agreement with her or modifying it in such a way that the United States could deal with them for the land required for the proposed construction, and she agree to purchase from them the remaining portions of their land. If some such arrangements are not made, I am informed that the only alternative is to acquire all of the property by condemnation proceedings naming all of the interested parties, and allowing their various interests or equities in the purchase price of the land to be determined later, either by mutual agreement or by suit among themselves.

Hoping that the above will make clearer our position and limitations in the matter,

I am

Very truly yours,

L. E. Flock,
Acting Superintendent.

*led
J.W.P.V.*

El Paso, Texas, August 14th, 1928

Mrs. John L. Dyer,
422 S. Kernmore Avenue,
Los Angeles, California.

Dear Madam, --

Herewith blueprints showing the acreage required by the United States in Surveys 214, 215 and 228 of the Socorro Grant, to which you hold title, also thru Survey 229 in the name of A. Davila, Surveys 230 and 231 in the name of A. M. Bryant, and Survey 217 in the name of the El Paso Townsite Company.

As the United States could not handle or make a contract with Messrs. Bryant and Davila for the fractional parts of their holdings that we do not need because of your claim of contract for exchange of lands, we would suggest that you release them from any contract you may have with them to sell or trade their numbers to such extent as will enable them to contract with the United States for the portions of the tracts needed by the Bureau of Reclamation and arrange with them to deed to you the fractions not required by the United States. Then the United States could acquire from each owner the land it needs. Out of your holding of some 270 acres the Bureau of Reclamation will need 5.67 acres. If you then acquired by private agreement between yourself and Messrs. Davila and Bryant such fractional remaining acreages of their surveys which will probably not be needed by the Bureau of Reclamation your net reduction of acreage would then be only 1.29 acres.

This is the only course left open so far as we are able to determine by which the matter might be disposed of without proceeding at an early date with condemnation proceedings naming all interested parties as defendants. By instituting condemnation proceedings of course, the United States could acquire title to the land, making a deposit in court of the value determined upon by the court and leaving any conflicting interests as to title, inter-party contracts, etc., to be determined privately between the other parties in such proceedings as they might see fit to institute among themselves. There is no authority vested in the Government to acquire lands and transfer them to others in order to effect an exchange for lands needed for irrigation works. Anything that may be accomplished in that connection would rest entirely with your own activities in dealing privately with the other interested owners. Condemnation with the resulting delay and expense could be avoided however, by execution of land purchase contracts between the United States and each record title owner including yourself of the land needed, but as a claim is made by you that you have contracts of ex-

change or purchase with Messrs. Davila and Bryant these gentlemen will not execute the necessary contracts with the United States until such agreements are released so far as they pertain to the area needed by the Government, and hence unless the matter can be placed in shape for such contracts at an early date, we will have no recourse but to request the institution of proceedings in eminent domain.

If the above outlined plan suggests itself to you as feasible, kindly advise us how soon you think you could make the necessary releases so that proceedings may be withheld.

We are returning to you the letter from Mr. A. P. Coles.

Very truly yours,

Encls-3

L. R. Flock,
Acting Superintendent.

My Dear Mr Hoadley

I am enclosing a letter to you from Mr A O Coles - to show you what my land means to me as compared to the values others place on their land, and what I would have to pay to replace the land desired by you.

Also the price they ask is based on land in the rough - as I cleared it at my own expense - and doubt if either party knows it. I can see no reason why I should sell the land cheaper to the U S R. I. than I can acquire it for, as it is land that I want and not money.

Based on this - you can make

El Paso, Texas

Mr. John L. Dyer, and
Mrs. Anne L. Dyer,
R. F. D. No. 1,
Ysleta, Texas.

Dear Sir and Madam, -

Reference is made to the requirement for the acquisition by the United States of one and twenty-eight hundredths (1.28) acres out of Surveys 214 and 215 of the Socorro Grant, and four and thirty-nine hundredths (4.39) acres out of Survey 228 of the Socorro Grant, El Paso County, Texas, as shown on the enclosed plat and described below, for use in the construction of the Riverside Canal. We understand you are the record owners of the legal title to this land which is situated in El Paso County, Texas, and more particularly described as follows -

A tract of land lying and situate in El Paso County, Texas, and in the west half northwest quarter (W $\frac{1}{2}$ NW $\frac{1}{4}$) Section Thirty (30), Township Thirty-two (32) South, Range Seven (7) East, Bureau of Reclamation Survey, being also within Surveys 214 and 215 Socorro Grant, and more particularly described as follows: Beginning at a point which is the northwest (NW) corner of Survey 215 and the southwest (SW) corner of Survey 216 of the Socorro Grant, and from which point the southeast (SE) corner of Section Nineteen (19), Township Thirty-two (32) South, Range Seven (7) East, bears North Seventy-seven degrees forty-three minutes thirty seconds East (N77°43'30"E) Five thousand three hundred ninety-three and six hundredths feet (5393.06'); thence North sixty-three degrees two minutes thirty seconds East (N63°02'30"E) along the line between Surveys 215 and 216, One hundred forty-two and no hundredths (142.0) feet to a point; thence South twenty-seven degrees forty-one minutes thirty seconds East (S27°41'30"E) One hundred thirty-eight and eighty-three hundredths feet (138.83); thence South ten degrees forty-nine minutes thirty seconds East (S10°49'30"E) Five hundred eighteen and four hundredths (518.04) feet to a point on the southwesterly line of survey 214 of the Socorro Grant, and from which point the southeast (SE) corner Section Thirty (30) Township thirty-two (32) South, Range Seven (7) East bears South fifty-four degrees twenty-four minutes East (S54°24'E), six thousand one hundred twenty-seven and sixty-one hundredths (6127.61) feet and the southwest (SW) corner of Survey 214 and the Northwest (NW $\frac{1}{4}$) corner Survey 215 of the Socorro Grant bears south twenty-

six degrees fifty-six minutes thirty seconds East (S26°56'30"E) One hundred eighty-six and seventy-seven hundredths (186.77) feet; thence North twenty-six degrees fifty-six minutes thirty seconds West (N26°56'30"W) along the southwesterly line of surveys 214 and 215, six hundred thirty-six and fifty-three hundredths (636.53) feet to the point of beginning, said tract of land containing one and twenty-eight hundredths (1.28) acres more or less. *all as shown on Bureau of Reclamation Survey, 214 and 215 and attached to it and made a part of it*

A tract of land lying and situate in El Paso County, Texas, and in the West half of the southwest quarter (W $\frac{1}{2}$ SW $\frac{1}{4}$) Section Thirty (30) Township thirty-two (32) South, Range Seven (7) East, Bureau of Reclamation Survey, being also within Survey 228, Socorro Grant and more particularly described as follows: Beginning at a point on the line between Surveys 228 and 229 Socorro Grant, said line having a bearing of North sixty-three degrees two minutes thirty seconds East (N63°02'30"E) from which point the southeast (SE) corner Section thirty (30) bears South sixty-three degrees eighteen minutes East (S63°18'E), Five thousand three hundred twenty-five and sixty-three hundredths (5325.63) feet and the southeast (SE) corner Survey 229 Socorro Grant bears North sixty-three degrees two minutes thirty seconds East (N63°02'30"E, three hundred thirty-two and seven hundredths (332.07) feet; thence South ten degrees forty-nine minutes thirty seconds East (S10°49'30"E) Three hundred thirty-four and twenty-hundredths (334.20) feet; thence South seven degrees thirty-nine minutes thirty seconds West (S7°39'30"W) Nine hundred thirty-nine and eighty-three hundredths (939.83) feet to a point on the line between Surveys 208 and 228 Socorro Grant, and from which point the southeast (SE) corner Section thirty (30) Township Thirty-two (32) South, Range Seven (7) East, bears South seventy-six degrees forty-eight minutes East (S76°48'E) four thousand nine hundred fifty-one and thirty-hundredths (4951.30) feet and the southeast (SE) corner Survey 228 and the southwest (SW) corner Survey 209 Socorro Grant bears north sixty-three degrees four minutes East (N63°04'E) Nine hundred fifty-nine and no hundredths (959.0) feet; thence South sixty-three degrees four minutes West (S63°04'W) along the line between Surveys 228 and 208 Socorro Grant One hundred seventy and ten hundredths (170.10) feet; thence North seven degrees thirty-nine minutes thirty seconds East (N7°39'30"E) Seven hundred four and sixty-one hundredths (704.61) feet; thence North two degrees fifty-four minutes East (N2°54'E) three hundred seventy-six and fifty-hundredths (376.50) feet; North twenty-six degrees fourteen minutes West (N26°14'W) One hundred eighty-eight and seventy-five hundredths (188.75) feet to a point on the line between Surveys 228 and 229 Socorro Grant; thence along the line between said Surveys 228 and 229 Socorro Grant North sixty-three degrees two minutes thirty seconds East (N63°02'30"E) two hundred seven and twenty-nine hundredths (207.29) feet to the point of beginning, said tract containing four and thirty-nine (4.39) hundredths acres more or less. *all as shown on Bureau of Reclamation Survey 228 and attached to it and made a part of it*

We will pay for the above described tract of land in Surveys 214 and 215 Socorro Grant, One hundred ninety-two (\$192.00) Dollars for the one and twenty-eight hundredths (1.28) acres required, being at the rate of \$150.00 per acre, and for the above described tract of land in survey 228 Socorro Grant, six hundred fifty-eight and 50/100 (\$658.50) Dollars for the four and

thirty-nine hundredths (4.39) acres required, being at the rate of \$150.00 per acre, if you are in a position to convey a clear record title to this land free of incumbrances or liens. If you do not care to accept this offer or are not in a position to do so by reason of inability of make the necessary conveyance, please advise me, as it will in that event, be necessary to institute condemnation proceedings.

Very truly yours,

L. R. Flock,
Acting Superintendent.

Encl.
Plat

ABSTRACT OF AGREEMENT
ADVERTISING—AWARD—FORM

No. 118-445
(Contract)
Date 10/12, 1928

Department of the Interior
(Department or establishment)

Bureau of Reclamation
(Bureau or office)

El Paso, Texas
(Location)

ABSTRACT OF AGREEMENT

Annex L. Dyer and John L. Dyer Total amount, \$ 850.50
(Name of contractor)

By Contractors Subject purchase of land

Title _____ Contract period _____

Address Box 49F, Ysleta, Texas Appropriation Rio Grande Project, F.Y. 1929

Contracting officer D.C. Caylor, Acting Sup't. Discount _____

Items _____

Quantity _____

Unit price(s) _____

Deliveries _____

Conditions _____

Payments to be made by Special Fiscal Agent L.S. Kennicott

Deductions _____

Special requirements: _____

Damages, actual _____

Damages, liquidated _____

Other _____

Remarks _____

METHOD OF OR ABSENCE OF ADVERTISING

(Section 3709 of the Revised Statutes)

1. After advertising in newspapers.
2. After advertising by circular letters sent to _____ dealers and by notices posted in public places.
3. Without advertising, under an exigency of the service which existed prior to the order and would not admit of the delay incident to advertising.
4. Without advertising, in accordance with _____

5. Without advertising, it being impracticable to secure competition because of * _____

*See NOTE 1 on reverse hereof.

Irrigation Project

RECORD OF EXECUTION OF CONTRACT

REF ID: A661928

Reference: COBIA POL RECEIVING OFFICE (a) COBIA POL COMBUSTION/IGNITION (a) COBIA POL DESIGN OFFICE (a) COBIA POL DESIGN CONTRACT

Notice of execution of contract to be given Chief Engineer at Denver, Superintendent at El Paso, Texas, District Counsel at El Paso, Texas.

Place El Paso, Texas Date October 16, 1928

Acting

ct Superintendent.

Original and 3 copies of this form.

Place El Paso, Texas Date _____

approval by this office, and transmitted to the Rio Grande Project office.

District Counsel.

Original and copies of this form.

Denver, Colorado, Date

(c) For contracts prepared and executed in the business office or office of engineer-in-charge of assembly plant.

Denver, Colorado, Date

[illegible]

Chief Engineer

Original and _____ copies of this form.

5. On this date the above-described contract was executed, and bond, if any, approved by _____

Commissioner.



DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE,
RIO GRANDE PROJECT - NEW MEXICO-TEXAS

RIVERSIDE CANAL

RIGHT OF WAY

FIELD WORK: CHECKED: G. W. H.
DRAWN: G. F. J. APPROVED:

316-172 EL PASO, TEXAS.

Single Acknowledgment.

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

John L. Dyer

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 16th day of October A. D. 1928

Geo. W. Hoadley

Notary Public in and for El Paso County,

Texas

Wife's Separate Acknowledgment.

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

Anne L. Dyer

wife of

John L. Dyer

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 Anne L. Dyer 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 16th day of October A. D. 1928

Geo. W. Hoadley

Notary Public in and for El Paso

County, Texas

Certificate of Filing.

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 16th

day of October A. D. 1928, with its certificate of authentication, was filed for record in my office

this 18th day of February A. D. 1929, at 3:24 o'clock P. M.

and duly recorded the 26th day of February A. D. 1929, at 9:05 o'clock A. M.

in the records of said County, in Volume 502 on Pages 398

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 A. A. Osborne Deputy.

WARRANTY DEED

Single and Wife's Separate Acknowledgment

Filed for Record the 18th

day of Feb'y 1929, at 3

o'clock and 24 minutes P. M.

W. D. Greet

Clerk, County Court, El Paso County, Tex.

By L. A. Melone

Deputy.

ELLIS BROS. PRINTING CO., EL PASO

10/16/28

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } 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 3 hereof.

(a) I, _____, a _____
in and for said county, in the State aforesaid, do hereby certify that _____

who _____ personally known to me to be the person _____ whose name _____ 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.

(b) I further certify that I did examine the said _____
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 _____ day of _____, 192 _____

[SEAL]

My commission expires _____

CERTIFICATE OF COUNTY RECORDER

STATE OF _____ } I hereby certify that this instrument was filed for record at
COUNTY OF _____ } ss: my office at _____ o'clock _____ M., _____, 192 _____

and is duly recorded in Vol. _____ of _____

Page No. _____

By _____ Fees, \$ _____

County Recorder.

AFFIDAVIT OF DISINTERESTEDNESS

STATE OF Texas }
COUNTY OF El Paso } ss: (Execute only on Returns Office copy)

I do solemnly swear (or affirm) that the copy of contract hereto annexed is an exact copy of a con-
tract made by me, personally, with Annie L. Dyer and John L. Dyer
that I made the same fairly without any benefit or advantage to myself, or allowing any such benefit or
advantage corruptly to the said Annie L. Dyer and John L. Dyer, 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.

D.C. Caylor

Acting Superintendent Bureau of Reclamation.

Subscribed and sworn to before me at El Paso, Texas
this _____ day of October, A. D. 192 8

Geo. W. Hoadley

[OFFICIAL SEAL]

My commission expires June 1, 1929

GOVERNMENT PRINTING OFFICE

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. The Vendor warrants that the Vendor has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract, or, in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commissions payable by contractors upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Vendor for the purpose of securing business with others than the Government.

12. 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.

Witnesses:

THE UNITED STATES OF AMERICA,

D. C. Caylor

By **Acting** Superintendent, Bureau of Reclamation.

8761 2 1 1928

P. O. Address

Annie L. Dyer

Vendor.

P. O. Address

John L. Dyer

Vendor.

P. O. Address

Vendor.

P. O. Address

P. O. Address Box 49F, Yaleta, Texas.

Approved:

(Date)

192

degrees fifty-six minutes thirty seconds East (S26°56'30"E) One hundred eighty-six and seven hundredths (186.77) feet; thence North twenty-six degrees fifty-six minutes thirty seconds West (N26°56'30"W) along the southwesterly line of Surveys 214 and 215, six hundred thirty-six and fifty-three hundredths (636.53) feet to the point of beginning, said tract of land containing one and twenty-eight hundredths (1.28) acres more or less, all as shown on Bureau of Reclamation Survey attached hereto and made a part hereof.

A tract of land lying and situate in El Paso County, Texas, and in the West half of the southwest quarter (W $\frac{1}{2}$ SW $\frac{1}{4}$) Section Thirty (30) Township thirty-two (32) South, Range Seven (7) East, Bureau of Reclamation Survey, being also within Survey 228, Socorro Grant and more particularly described as follows:

Beginning at a point on the line between Surveys 228 and 229 Socorro Grant, said line having a bearing of North sixty-three degrees two minutes thirty seconds East (N63°02'30"E) from which point the southeast (SE) corner Section thirty (30) bears South sixty-three degrees eighteen minutes East (S63°18'E), Five thousand three hundred twenty-five and sixty-three hundredths (5325.63) feet and the southeast (SE) corner Survey 229 Socorro Grant bears North sixty-three degrees two minutes thirty seconds East (N63°02'30"E), three hundred thirty-two and seven hundredths (332.07) feet; thence South ten degrees forty-nine minutes thirty seconds East (S10°49'30"E) Three hundred thirty-four and twenty-hundredths (334.20) feet; thence South seven degrees thirty-nine minutes thirty seconds West (S7°39'30"W) Nine hundred thirty-nine and eighty-three hundredths (939.83) feet to a point on the line between Surveys 208 and 228 Socorro Grant, and from which point the southeast (SE) corner Section thirty (30) Township Thirty-two (32) South, Range Seven (7) East, bears South seventy-six degrees forty-eight minutes East (S76°48'E) four thousand nine hundred fifty-one and thirty-hundredths (4951.30) feet and the southeast (SE) corner Survey 228 and the southwest (SW) corner Survey 208 Socorro Grant bears north sixty-three degrees four minutes East (N63°04'E) Nine hundred fifty-nine and no hundredths (959.0) feet; thence South sixty-three degrees four minutes West (S63°04'W) along the line between Surveys 228 and 208 Socorro Grant one hundred seventy and ten hundredths (170.10) feet; thence North seven degrees thirty-nine minutes thirty seconds East (N7°39'30"E) Seven hundred four and sixty-one hundredths (704.61) feet; thence North two degrees fifty-four minutes East (N2°54'E) three hundred seventy-six and fifty hundredths (376.50) feet; North twenty-six degrees fourteen minutes West (N26°14'W) One hundred eighty-eight and seventy-five hundredths (188.75) feet to a point on the line between Surveys 228 and 229 Socorro Grant; thence along the line between said Surveys 228 and 229 Socorro Grant North sixty-three degrees two minutes thirty seconds East (N63°02'30"E) two hundred seven and twenty-nine hundredths (207.29) feet to the point of beginning, said tract containing four and thirty-nine (4.39) hundredths acres more or less, all as shown on Bureau of Reclamation Survey attached hereto and made a part hereof.

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. The Vendor warrants that the Vendor has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract, or, in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commissions payable by contractors upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Vendor for the purpose of securing business with others than the Government.

12. 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,

22-1632

DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Rio Grande

IRRIGATION PROJECT New Mexico-Texas

LAND PURCHASE CONTRACT

THIS CONTRACT, made this 12th day of October, 1928, in pursuance of the act of June 17, 1902 (32 Stat., 388), and acts amendatory thereof or supplementary thereto, between the UNITED STATES OF AMERICA, hereinafter styled the United States, by ~~represented by the officer executing this contract~~

~~the authorized representative of the United States, hereinafter styled the United States, by~~ Superintendent, Bureau of Reclamation, and John L. Dyer

and Ann L. Dyer, his wife, his wife, hereinafter styled Vendor, of El Paso, County of El Paso, State of Texas

2. WITNESSETH, That for and in consideration of the mutual agreements herein contained, the parties hereto do covenant and agree as follows:

3. The Vendor shall sell and by good and sufficient warranty deed, (General warranty, covenant against grantor, or quitclaim) convey to the United States, free of lien or encumbrance, the following-described real estate which is

their property, situated in the County of El Paso, State of Texas

to wit:

A tract of land lying and situate in El Paso County, Texas, and in the West half northwest quarter (W1/4) Section Thirty (30), Township Thirty-two (32) South, Range Seven (7) East, Bureau of Reclamation Survey, being also within Surveys 214 and 215 Socorro Grant, and more particularly described as follows:

Beginning at a point which is the northwest (NW) corner of Survey 215 and the southwest (SW) corner of Survey 216 of the Socorro Grant, and from which point the southeast (SE) corner of Section Nineteen (19), Township Thirty-two (32) South, Range Seven (7) East, bears North seventy-seven degrees forty-three minutes thirty seconds East (N77°43'30"E) Five thousand three hundred ninety-three and six hundredths feet (5393.06'); thence North sixty-three degrees two minutes thirty seconds East (N63°02'30"E) along the line between Surveys 215 and 216, One hundred forty-two and no hundredths feet (142.0) feet to a point; thence South twenty-seven degrees forty-one minutes thirty seconds East (S27°41'30"E) One hundred thirty-eight and eighty-three hundredths feet (138.83); thence South ten degrees forty-nine minutes thirty seconds East (S10°49'30"E) Five hundred eighteen and four hundredths (518.04) feet to a point on the southeasterly line of survey 214 of the Socorro Grant, and from which point the southeast (SE) corner Section Thirty (30) Township Thirty-two (32) South, Range Seven (7) East bears South fifty-four degrees twenty-four minutes East (S54°24'E), six thousand one hundred twenty-seven and sixty-one hundredths (6127.61) feet and the southwest (SW) corner of Survey 214 and the Northwest (NW) corner Survey 215 of the Socorro Grant bears south twenty-six

Correct as to engineering data.

CSH

2719 1929

ABSTRACT NO.	LOT	BLOCK	ADDITION	AMOUNT
	Dec 21/8 # 24400 - 7000	John	7.44 per cent	175

EL PASO, TEXAS, Feb. 18 1929

FEES \$

RECEIVED FOR RECORD THE FOLLOWING INSTRUMENT:

NO. 24401 Mrs. R. G. Johnson, to - John L. Dyer, et. al. - Release 1 50

24402 Federal Land Bank - to - John L. Dyer, - Rel. 2 00

C. 6020 - U. S. R. S.

RETURN THIS RECEIPT

5:24 PM

W. D. GREET, COUNTY CLERK

BY

L. A. Malone

DEPUTY

FEES \$ _____

EL PASO, TEXAS, Feb 18 1929

RECEIVED FOR RECORD THE FOLLOWING INSTRUMENT:

NO. 24400

John D. Greer

175

to

United States & America

~~46600~~ 21.100 3:34 Q.M.

W. D. GREER, COUNTY CLERK

BY

DEPUTY

L. A. Malone