

760

GALT, I. G.

WARRANTY DEED

RIVERSIDE CANAL

(83)

12-(32) Texas

78

*This land was apparently
not acquired.*

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

Original

Rio Grande PROJECT

THIS AGREEMENT, made March 17, 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**, thereunto duly authorized, and subject to the approval of the proper supervisory officer of the United States Reclamation Service, and **I. G. GAAL, HOS. U. SWEENEY, W. M. COLDWELL and J. E. QUAID,**

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

hereinafter styled Vendor, **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 **their** property situated in the County of **El Paso,**

Texas (Homestead, community, separate.)

State of **Texas** to wit: A tract of land situated in **El Paso**

County, **Texas**, being approximately two (2) miles southwest of the Plaza in the town

of Ysleta, in said county and state, and within northwest quarter, southeast quarter

(NW $\frac{1}{4}$, SE $\frac{1}{4}$) and the northeast quarter, southwest quarter (NE $\frac{1}{4}$, SW $\frac{1}{4}$) section eleven

(11) township thirty-two (32) south, range seven (7) east, Bureau of Reclamation

Survey, being also within survey fifty-one (51) of the Ysleta Grant and more parti-

cularly described as follows: Beginning at a point in southerly line of said survey fifty-one (51) and from

which point the southeast corner of survey fifty-one (51) as established from re-

tracement of the original notes by the United States Bureau of Reclamation bears

south eighty-nine degrees thirty-five minutes forty-five seconds (S 89°35'45") east

one thousand four hundred seventy-one and fifty-two hundredths (1471.52) feet; thence

north eighty-nine degrees thirty-five minutes forty-five seconds (N 89°35'45") west

along the said southerly line of survey fifty-one (51) two thousand seven hundred

and fifty-eight hundredths (2073.58) feet to a point on the Rio Grande and from

which point the northeast corner section eleven (11) bears north forty-nine degrees

twenty-three minutes thirty-one seconds (N 49°23'31") east five thousand forty-three

and two hundredths (5043.02) feet; thence up the Rio Grande with its meanders north

twenty-one degrees forty-two minutes fifteen seconds (N 21°42'15") east sixty-three

and seventy-one hundredths (63.71) feet south eighty-six degrees seventeen minutes

thirty seconds (S 86°17'30") west sixteen and eighty-seven hundredths (16.87) feet

and north three degrees forty-two minutes thirty seconds (N 03°42'30") east one hun-

drea ninety-five and one tenths (195.1) feet; thence north eighty-nine degrees thir-
 teen minutes forty-five seconds (N 89°13'45") east six hundred nine and sixty hun-
 dredths (609.60) feet to a point from which the northeast corner of said section
 eleven (11) bears north forty-six degrees thirty-eight minutes twenty minutes (N 46°
 38'20") east four thousand four hundred and ninety-four hundredths (4400.94) feet;
 thence south eighty-one degrees two minutes fifteen seconds (S 81°02'15") east one
 thousand four hundred thirty-nine and thirty-five hundredths (1439.35) feet; thence
 north twenty-one degrees fifty-five minutes fifteen seconds (N 21°55'15") east two
 hundred sixty-one and nine tenths (261.9) feet to a point from which the northeast
 corner of said section eleven (11) bears north twenty-nine degrees thirteen minutes
 thirty-six seconds (N 29°13'36") east three thousand four hundred forty and six tenths
 (3440.6) feet; thence north eighty-nine degrees twenty-three minutes twenty-six seconds
 (N 89°23'26") east forty-three ^{and} sixty-seven hundredths (43.67) feet to a point from which
 the northeast corner of survey fifty-one (51) bears north eighty-nine degrees twenty-
 three minutes twenty-six seconds (N 89°23'26") west five hundred nineteen and no tenths
 (519.0) feet, north eighty-nine degrees ten minutes seven seconds (N 89°10'07") east
 passing at six hundred fifty-four and forty-nine hundredths (654.49) feet a concrete
 property corner and at six hundred eighty and nine hundredths (680.09) feet a point in
 the the easterly line of survey fifty-one (51) and north twenty-five degrees thirty-five
 minutes forty-five seconds (N 25°35'45") west sixty-one and three tenths (61.3) feet
 the northeast corner of survey fifty-one (51); thence south twenty-one degrees fifty-five
 minutes fifteen seconds (S 21°55'15") west three hundred seventeen and ninety-three
 hundredths (317.93) feet to the point of beginning said tract of land containing nine
 and eleven hundredths (9.11) acres more or less.

L.M.L. 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 secur-
 ing 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 Govern-
 ment officials, it will cause to be paid to the Vendor as full purchase price and full payment for all dam-
 ages for entry upon the above-described land and the construction, operation, and maintenance of recla-

mation works under said act, the sum of ~~One hundred eighty-five 25/100~~

dollars (\$ ~~185.25~~)

), by U. S. Treasury warrant or fiscal officer's check.

6. Liens or incumbrances existing against said premises may, at the option of the United States,
 be removed at the time of conveyance by reserving the amount necessary from the purchase price
 and discharging the same with the money so reserved, but this provision shall not be construed to
 authorize the incurrence of any lien or incumbrance as against this agreement, nor as an assumption
 of the same by the United States.

7. The Vendor may retain possession of said premises until **March 31, 1927**
 notwithstanding earlier delivery of the deed as herein provided, and may harvest and retain the crops

thereon until **March 31, 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 imme-
 diately upon its approval by the proper supervisory officer of the Reclamation Service, and shall termi-

nate by limitation at the expiration of six 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:

MAR 26 1927

By

H. M. Rawson

Project Manager, U. S. R. S.

P. O. Address

P. O. Address

P. O. Address

P. O. Address

Approved:

P. O. Address

(Date)

CELESTIAL OF KOKKONI EDGWEAT

192

J. G. Gaag
Joselsweedy Vendor.
W. N. Caldwell Vendor.
J. E. Quinn Vendor.
El Paso Texas

185
CERTIFICATE OF ACKNOWLEDGMENT.

STATE OF TexasCOUNTY OF El Paso

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,a Notary Public

in and for said county, in the State aforesaid, do hereby certify that I. G. Gaal, Jos. U. Sweeney, W. M. Coldwell and J. E. Quaid

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

(b) I further certify that I did examine the said 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 17th day of March, 1927.

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

STATE OF TEXAS,
County of El Paso.

I, W. D. GREET, County Clerk in and for said County, do hereby certify that the foregoing instrument of writing with its certificate of authentication, was filed for record in my office, on the 17th day of April, A. D. 1927, at 1:53 o'clock P. M., and duly recorded the 24th day of April, A. D. 1927, at 1:55 o'clock P. M., in the 475 Records of said County, in Volume 475 on

and seal of the County Court of said County, at office in El Paso, Texas, the day and year last

W. D. GREET

County Clerk,

By W. D. Osborn

Deputy

3191 INDEXED

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 **March 17**, 192**7**, with

I. G. Gaal, Jos. U. Sweeney, W. M. Coldwell and J. E. Quaid,

1. State purpose for which the land is required.

Riverside Canal and Heading

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

9.11 acres within survey #51 of the Ysleta Grant, El Paso County, Texas.

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.

I. G. Gaal,	P. O. Box 540,	El Paso,	Texas,
Jos. U. Sweeney,	c/o I. G. Gaal,	P.O. Box 540,	El Paso, Texas,
W. M. Coldwell,	" " " "	" " " "	" " " "
J. E. Quaid,	" " " "	" " " "	" " " "

5. State who is in possession of the premises to be conveyed, or of any part thereof, and if a tenant, give his name and post-office address. If the land is held under a lease, state the general terms of such lease, the date the tenant is to give up possession, and state clearly whether any arrangement has been made with the tenant for the disposition of his affected interest.

Owners 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.

Subject to right of way.

7. State how much of the land is under cultivation, to what kind of crops, with area of each crop cultivated, and how much is not cultivated but is capable of being brought under cultivation, as well as the general character of such land; also the condition and kind of improvements, if any. Give a detailed estimate of the value of all important improvements on the land, such as buildings; also the amounts and values of the several classes of land.

Uncultivated.

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

Water rights under the Rio Grande Project.
All susceptible to irrigation but none now cultivated.

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

\$65.00 to \$100.00.

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

The description for 9.11 acres embraces a tract containing 4.17 acres already owned by the government included within this tract of land and the remainder or 4.94 acres at \$37.50 per acre amounts to \$185.25, as stated in land purchase contract there being no payment resulting from this contract as to the 4.17 acres already owned but entire tract being described for sake of more satisfactory description.

Dated March 26, 1927.

(Signature)

Geo. W. Hoadley

Geo. W. Hoadley,

(Title)

Junior Engineer.

In Charge of Negotiations.

Approved:

L. M. Lawson

L. M. Lawson,

Project Manager

Supt.

CERTIFICATE OF ACKNOWLEDGMENT.

STATE OF Texas

COUNTY OF El Paso,

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, a Notary Public

in and for said county, in the State aforesaid, do hereby certify that I. G. Gaal, Jos. U. Sweeney, W. M. Coldwell and J. E. Quaid,

who are personally known to me to be the person s whose name 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 h is 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 17th day of March, 1927

Geo. W. Hoadley, Notary Public in and for El Paso County,

My commission expires 6/1/27 Texas

COUNTY RECORDER'S CERTIFICATE

I hereby certify that this instrument was filed for record at my

office at 6 o'clock M., 1927

and is duly recorded in Volume of Page No. 10

By County Recorder, Fees, \$

AFFIDAVIT OF DISINTERESTEDNESS

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 I. G. Gaal, Jos. U. Sweeney, W. M. Coldwell & J. E. Quaid

that I made the same fairly without any benefit or advantage to myself, or allowing any such benefit or

advantage corruptly to the said I. G. Gaal, Jos. U. Sweeney, W. M. Coldwell and J. E. Quaid

person or persons; and that the papers accompanying include all those relating to the said contract, as

required by the statute in such case made and provided.

Subscribed and sworn to before me at El Paso, Texas

this 4th day of April, 1927

My commission expires June 1st, 1927

DIRECTORS
MURCHISON
President
T. WHITE
President
NEWMAN
President
H. GILLOT
Manager
W. W. TURNER
Secy.
J. M. POLLARD

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

DIRECTORS
F. M. MURCHISON
Z. T. WHITE
C. M. NEWMAN
N. H. GILLOT
J. E. BENTON
E. W. KAYSER
TOM B. NEWMAN
LEGAL DEPARTMENT
W. W. TURNER
W. H. BURGESS
A. H. CULWELL
R. L. HOLLIDAY
J. M. POLLARD

May 5, 1927.

Re: Our File 4483

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

Dear Sir:

With reference to your application for a policy of title insurance covering 9.11 acres out of Survey No. 51, in the Ysleta Grant, in El Paso County, Texas, we regret to advise that we cannot issue policy of title insurance, insuring the U. S. A. in the title to this property.

From our examination it appears that the record title to this property is vested in the following persons:

An Undivided 1/24th interest in R. C. Canby.
An Undivided 1/12th interest in H. D. Slater
An Undivided 1/24th interest in J. C. Wilmarth.
An Undivided 1/12th interest in Lucy A. Marr, Maude Austin Crouse, Lillian Austin Hasam, Sue Maude Austin and T. M. Wingo, Administrator with the Will Annexed of the Estate of W. H. Austin, Deceased.
✓ An Undivided 1/22th interest in James L. Marr.
An undivided 2/6ths interest in First National Bank of El Paso, Texas, Trustee of the Estate of Felix Martinez, deceased.
An undivided 1/6th interest in E. A. Caples, J. A. Caples and J. L. Marr Independent Executors of the Estate of Margaret Ann Caples, deceased, and Edward A. Caples, Joseph A. Caples, William J. Caples, Richard Caples and Margaret Caples Barnes. (An undivided 1/2 of 1/6th interest in the executors of said Estate, and the other undivided 1/2 of 1/6th interest is in the heirs of said Margaret Ann Caples, deceased, individually.)
An undivided 1/6th interest in A. P. Coles.

It also appears that Frank G. Alderete, and the heirs of Benigno Alderete, deceased claim an interest in this property.

I. G. Gaal, and his children Charles B. Gaal, Frank F. Gaal, George W. Gaal and Lillian M. Eden; J. U. Sweeney, W. M. Coldwell and J. E. Quaid also claim an interest in said property.

We are also advised that S. J. Isaacks is claiming some interest in this property by reason of the fact that Ellen Pumphrey at one time had a part of the property under fence. There is nothing of record to show that Ellen Pumphrey ever had any interest in Survey 51.

Suit No'd 21703, Texas vs. E. G. Alderete, Individually and as Independent Executor of the Estate of Isaac Alderete, decd. for taxes against this property. This suit is pending and costs therein are unpaid.

The following abstracts of judgment of record in the abstract of judgment records of this county, to-wit: *which appear to constitute liens on this property*

- 1: Book 6, page 198. First National Bank of Hot Springs, N. M. vs E. A. Caples, for \$2,485.26, interest and costs. Dated 3/31/24. Filed 12/18/25.
- 2: Hot Springs Motor Company of Hot Springs, N. M. vs E. A. Caples. Book 6, page 199. For \$697.16 and \$7.50, costs of suit in the District court of New Mexico, bearing 6% interest from Jan. 1, 1923. Dated 6/22/25, Filed 12/18/25.
- 3: Swift & Company vs E. A. Caples. In Book 6, page 92. For \$45.80 interest and costs. Dated March 25, 1924. Filed Oct. 14, 1924.
- 4: T. M. Wingo and John M. Wyatt vs J. A. Caples. Recorded in Book 4, page 194. Dated 3/13/16, filed 3/20/16. Filed in Book 5, page 169, Oct. 28, 1921, and filed in Book 5, page 366, Sept. 5, 1923. for \$8026.15, interest and costs.
- 5: Muriel Buell vs Wm. J. Caples, Book 5, page 111. For \$22,200.00 interest and costs. Dated 1/27/21. Filed 2/5/21
- 6: Book 4, page 410. Judgment for \$1,000.00 in favor of Thurmond, Moore & Moore intervenors in D.C.9300, Vivian Caples vs. Jos. A. Caples. Judgment by mesne conveyance was transferred to J.G. McGrady who transferred to Margaret A. Caples, as shown by transfer of record in Book 198, page 301, Deed Records of El Paso County, Texas.
- 7: Book 4, page 440. Jule G. Gamage vs W. J. Caples, D.C. of San Francisco County, California. For \$693.85, interest and costs and attorney's fees. Dated Jan. 13, 1916. Filed June 17, 1916.
- 8: Book 4, page 406. Ward vs Caples. For \$3389. 6% interest and costs. Dated April 6, 1914. Filed same date. This judgment by mesne conveyance was transferred to Margaret Ann Caples.

All of the above liens should be released.

If the said Gaal, Sweeney, Coldwell and Quaid should by suit or otherwise have title to the above property vested in them free from all other claims of any kind or character we should be very glad to issue policy in the U. S. A. covering said 9.11 acres out of Survey No. 51.

Our fee for examination of the title to said property is \$15.00 for which we will appreciate your check to cover.

Very truly yours,

W. H. Caples

Manager.

HCS

El Paso, Texas, April 7, 1927

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

Dear Sir:

Enclosed herewith is contract covering 9.11
acres of land between the United States of America and
I. G. Gasi, Jos. H. Sweeney, W. M. Goldwell and J. E. Gnaid,
which please place of record and return to this office
together will bill for same.

Enc.
contract

Very truly yours,

CC:
El Paso

H. J. S. Devries,
District Counsel,

DEPARTMENT OF THE INTERIOR

BUREAU OF RECLAMATION

El Paso, Texas

March 29th, 1927

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 (attached), described as follows:

- (a) Date of contract March 17, 1927
(b) Name of contractor I. G. Gaal, Jos. U. Sweeney, W. M. Coldwell, and J. E. Quaid
(c) Estimated amount involved, \$ 185.25
(d) Authority number
(e) Clearing account
(f) Purpose of contract Purchase of 9.11 acres of land within survey #51 of the Ysleta Grant, El Paso Co., Texas

DIRECTIONS

2. The following papers are inclosed:

- Contract, original, and 4 copies.
*Bond, original, and 3 copies.
This letter, 3 copies.

Report on Land Purchase Contract, original and 4 copies
Certificate of Project Superintendent, original and 4 copies
Certificate of Possession, original and 4 copies.
Plat, original and 4 copies

L. E. Larson
Superintendent.

(Signature)

El Paso, Texas,
(Place)

April 7, 1927
(Date)

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:

- Contract, original, and 3 copies.
*Bond, original, and 2 copies.
This letter, 3 copies.
Report Land Pur. Contract, orig. 4 copies
Cert. Proj. Supt., orig. 4 copies
Cert. of Possession, orig. & 4 copies.
Plat, original and 4 copies

H. S. Devries
H. S. Devries,
District Counsel.

* Mark out if not applicable.

Correct as to engineering data.

CERTIFICATE OF PROJECT SUPERINTENDENT.

I hereby certify that the land described in attached land purchase contract dated March 17, 1927, between the United States of America and I. G. Gaal, Jos. U. Sweeney, W. M. Coldwell and J. E. Quaid, 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, \$185.25, is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

Dated at El Paso, Texas, this 26 day of March, 1927.

L. M. Lawson

Project Superintendent,
Bureau of Reclamation.

CERTIFICATE OF POSSESSION.

I HEREBY CERTIFY that I have personally examined the land described in attached land purchase contract dated March 17, 1927, between The United States of America, and I. G. Gaal, Jos. U. Sweeney, W. M. Coldwell and J. E. Quaid, 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 26 day of March, 1927.

Geo. W. Hoadley

Junior Engineer,
Bureau of Reclamation.

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

Sept. 21, 1927

DIRECTORS

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

LEGAL DEPARTMENT

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

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

C-4483

Dear Sir:

With further reference to your application for policy of insurance covering 9.11 acres out of Survey #51 in the Ysleta Grant, El Paso County, Texas, beg to advise that our fee for the examination of this title is \$15.00.

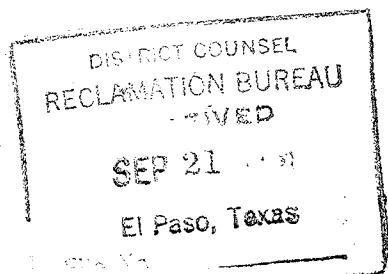
When the objections which we raised to this title in our letter of May 5th are finally cleared up and we are in position to write our policy covering this property, we will allow a credit for the \$15.00 on the cost of the policy.

Yours very truly,



Treasurer.

JWG/B



El Paso, Texas, May 6, 1927

Messrs. I. G. Gaal, Jos.
U. Sweeney, W. F. Coldwell
and J. E. Quaid,
c/o I. G. Gaal,
P. O. Box 540,
El Paso, Texas.

Gentlemen:

Pursuant to our contract with you dated March 17th, 1927, for the purchase of 9.11 acres of land within survey 51 of the Ysleta Grant, El Paso County, Texas, we have requested the Pioneer Abstract & Guarantee Title Company of this city to furnish a certificate of guarantee thereon. We are now advised by the Title Company that they can not issue policy of title insurance on this tract.

It appears that the record title to this property is vested in the following persons:

- An undivided 1/24th interest in R. C. Canby.
- An undivided 1/12th interest in H. D. Slater.
- An undivided 1/24th interest in J. C. Wilmarth.
- An undivided 1/12th interest in Lucy A. Marr, Maude Austin Crouse, Lillian Austin Hasam, Sue Maude Austin and T. M. Wingo, Administrator with the Will Annexed of the Estate of W. H. Austin, Deceased.
- An undivided 1/12th interest in James L. Marr.
- An undivided 2/6ths interest in First National Bank of El Paso, Texas, Trustee of the Estate of Felix Martinez, deceased.
- An undivided 1/6th interest in E. A. Caples, J. A. Caples and J. L. Marr Independent Executors of the estate of Margaret Ann Caples, deceased, and Edward A. Caples, Joseph A. Caples, William J. Caples, Richard Caples and Margaret Caples Barnes. (An undivided 1/2 of 1/6th interest in the executors of said estate, and the other undivided 1/2 of 1/6th interest is in the heirs of said Margaret Ann Caples, deceased, individually.)
- An undivided 1/6th interest in A. P. Coles.

It also appears that Frank G. Alderete, and the heirs of Benigno Alderete, deceased, claim an interest in this property.

I. G. Gaal, and his children Charles B. Gaal, Frank F. Gaal,

George W. Gaal and Lillian M. Eden; J. U. Sweeney, W. M. Coldwell and J. E. Quaid also claim an interest in said property.

We are also advised that S. J. Isaacks is claiming some interest in this property by reason of the fact that Ellen Pumphrey at one time had a part of the property under fence. There is nothing of record to show that Ellen Pumphrey ever had any interest in Survey 51.

Suit No'd 21703, Texas vs. F. G. Alderete, Individually and as Independent Executor of the Estate of Isaac Alderete, decd., for taxes against this property. This suit is pending and costs therein are unpaid.

The following abstracts of judgment of record in the abstract of judgment records of this county, which appear to constitute liens on this property, to-wit:

1. Book 6, page 190, First National Bank of Hot Springs, N. M., vs. J. A. Caples, for \$2,485.26, interest and costs. Dated 3/31/24.
2. Hot Springs Motor Company of Hot Springs, N. M., vs. J. A. Caples, Book 6, page 199. For \$697.16 and \$7.50, costs of suit in the District Court of New Mexico, bearing 6% interest from Jan. 1, 1923. Dated 6/22/25, Filed 12/18/25.
3. Swift Company vs. J. A. Caples. In Book 6, page 92, for \$45.80 interest and costs. Dated March 25, 1924. Filed Oct. 14, 1924.
4. T. W. Jingo and John M. Wyatt vs. J. A. Caples, Recorded in Book 4, page 194, Dated 3/13/16, Filed 3/20/16. Filed in Book 5, page 169, October 28, 1921, and filed in Book 5, page 366, Sept. 5, 1923, for \$8026.15, interest and costs.
5. Muriel Buell vs. Wm. J. Caples, Book 5, page 111, for \$22,200.00 interest and costs. Dated 1/27/21. Filed 2/5/21.
6. Book 4, page 410, Judgment for \$1000.00 in favor of Thurmond, Moore & Moore Interveners in D. C. 9300, Vivian Caples vs. Jos. A. Caples. Judgment by mesne conveyance was transferred to J. C. McGrady who transferred to Margaret A. Caples, as shown by transfer of record in Book 198, page 301, Deed Records of El Paso County, Texas.
7. Book 4, page 440, Jule C. Camage vs. W. J. Caples, D. C. of San Francisco County, California, for \$693.85, interest and costs and attorney's fees. Dated Jan. 13, 1916. Filed June 17, 1916.

8. Book 4, page 406, Ward vs. Caples, for \$3389.
6% interest and costs. Dated April 6, 1914. Filed same
date. This judgment by mesne conveyance was transferred to
Margaret Ann Caples.

All of the above liens should be released.

If you should by suit or otherwise have title to the above
property vested in you free from any other claims of any kind or
character, we believe it will be possible to procure a certificate
of guarantee of title so that payment of the consideration named in
the contract may be made.

Very truly yours,

H. J. S. Devries,
District Counsel.

192

7

IN ACCOUNT WITH

FIRST NATIONAL BANK BUILDING

PHONE MAIN 616

THE SHELBY SALESBOOK CO., SHELBY, OHIO. 518-F