

WILCOX, S. E. LAND PURCHASE CONTRACT RIVERSIDE CANAL

0023-0082-0060-00
SECOND DRAFT

TX

16-600

DEPARTMENT OF THE INTERIOR

BUREAU OF RECLAMATION

Rio Grande

IRRIGATION PROJECT

LAND PURCHASE CONTRACT

THIS CONTRACT, made this 14th day of December, 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 contracting officer executing this contract ~~Superintendent, Bureau of Reclamation~~ ~~thereunto duly authorized, and subject to the approval of the proper supervisory officer thereof,~~ and S. E. Wilcox, a single man

and ~~his wife, hereinafter styled Vendor,~~
Williamson
El Paso
of Georgetown, 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 general 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

his separate property, situated in the County of El Paso (Homestead, community, separate)

State of Texas, to wit:

A tract of land lying and situate in El Paso County, Texas, and in the northwest quarter of the northwest quarter (NW1/4) Section Thirty-one (31), Township Thirty-two (32) South, Range Seven (7) East, Bureau of Reclamation Survey and being also within Survey 203, Socorro Grant, and more particularly described as follows:

Beginning at a point on the line between Surveys 203 and 204, Socorro Grant, said point being the northeast (NE) corner of the land of the contractor and from which point the Northeast (NE) corner Survey 203 Socorro Grant bears North sixty-three (63) degrees, four (04) minutes East, three thousand seven hundred forty-two and six-tenths (3742.6) feet and the Northeast (NE) corner Section Thirty-one (31), Township Thirty-two (32), South, Range Seven (7) East, bears North seventy-nine (79) degrees, four (04) minutes East, four thousand seven hundred forty-nine and seven-tenths (4749.7) feet; thence South twenty-six (26) degrees, fifty-six (56) minutes East, three hundred forty-eight and nine-tenths (348.9) feet along the easterly line of the land of the contractor to the Southeast (SE) corner of said land, said corner being a point on the line between Surveys 202 and 203 Socorro Grant and from which point an iron pipe bears North sixty-three (63) degrees, four (04) minutes East, one thousand two hundred forty-four and eight-tenths (1244.8) feet and the Northeast (NE) corner Section Thirty-one (31), Township Thirty-two (32) South, Range Seven (7) East bears North seventy-four (74) degrees, fifty-six (56) minutes East, four thousand six hundred sixty-six and twenty-one hundredths (4666.21) feet; thence South sixty-three (63) degrees, four (04) minutes

¹ Strike out clause regarding approval of supervisory officer if not applicable

Represented by --- Correct as to engr. data. GWH

West along the line between Surveys 203 and 202 Socorro Grant, eighty-eight (88.0) feet to a point; thence North twenty-six (26) degrees, fifty-six (56) minutes West, three hundred forty-eight and nine-tenths (348.9) feet to a point on the line between Surveys 203 and 204, Socorro Grant; thence North sixty-three (63) degrees, four (04) minutes East along line between said Surveys 203 and 204, eighty-eight (88.0) feet to the point of beginning, said tract of land containing seventy hundredths (0.70) acres more or less as shown on Bureau of Reclamation Survey plat attached hereto and made a part hereof.

Provided, That if the Vendor fails or refuses to furnish such abstract of title within sixty days after notice that this contract has been approved, such abstract may be procured by the United States at the expense of the Vendor and the cost thereof deducted from the purchase price of said property. If the United States has available either a full or partial abstract of title covering said property, the same shall be utilized under this contract without charge to the Vendor.

5. The Vendor shall procure and have recorded without cost to the United States all assurances of title and affidavits which the Vendor may be advised by the United States are necessary and proper to show in the Vendor complete fee simple unencumbered title to said property, and the time spent in procuring, recording, and transmitting the same to the United States, and in furnishing or securing abstract of title, shall be added to the time limit of this contract.

6. The United States shall purchase said property on the terms herein expressed, and upon execution and delivery of the deed provided in Article 3 and the signing of the usual Government vouchers therefor, and their further approval by the proper Government officials, it shall cause to be paid to the Vendor as full purchase price and full payment for all damages for entry upon the said property and the construction, operation, and maintenance of reclamation works thereon under said act, the sum of

Thirty-five no/100----

dollars

(\$ 35.00), by U. S. Treasury warrant or fiscal officer's check.

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

8. The Vendor may retain possession of said property until December 20th, 1928 notwithstanding earlier delivery of the deed as herein provided, and may harvest and retain the crop

thereon until December 20th, 1928 ; except that the proper officers and agents of the United States shall 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, free of any claim for damage or compensation on the part of the Vendor.

9. This contract shall become effective to bind the United States to purchase said property immediately upon its approval by the proper supervisory officer of the Bureau of Reclamation, and shall terminate by limitation at the expiration of months from its date, unless extended as above provided, and shall inure to the benefit of and be binding upon the heirs, executors, administrators, and assigns of the Vendor, and the successors and assigns of the United States.

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,
By *J. P. Fitch*
act Superintendent, Bureau of Reclamation

MAR 26 1929

P. O. Address.....

P. O. Address.....

P. O. Address.....

P. O. Address.....

Approved:

(Date), 192

J. E. Wilcox
Vendor.

Vendor.

Vendor.

P. O. Address *Georgetown, Tex.*

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Texas }
COUNTY OF El Paso Williamson } 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, D. W. Wilcox, a Notary Public

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

S. E. Wilcox

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

(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 14th day of December, 1928

[SEAL]

D. W. Wilcox, Notary Public

My commission expires May 31st, 1929.

CERTIFICATE OF COUNTY RECORDER

STATE OF TEXAS } I hereby certify that this instrument was filed for record at
COUNTY OF EL PASO } ss: my office at _____ o'clock _____ M., 1928
CERTIFICATE OF RECORD and is duly recorded in Vol. _____ of _____
THE STATE OF TEXAS)
COUNTY OF EL PASO) Page No. _____

By 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 2nd day of April A. D. 1929 at 2:33 O'Clock P. M. and duly recorded the 12th day of April A. D. 1929 at 2:45 O'Clock P. M. in the Deed Records of said County, in Volume 511 on page 204.

I do solemnly swear (or affirm) that the copy of contract hereto annexed is an exact copy of a contract made by W. D. Greet, County Clerk, and the seal of the County Court of El Paso, Texas the day and year last above written same fairly without any benefit or advantage to myself, or any other benefit or advantage corruptly to the said W. D. Greet, County Clerk, or to any other person or persons; and that the papers accompanying include the said contract, as required by the statute in such case made and provided.

L. R. Flock

Acting Superintendent

Bureau of Reclamation.

Subscribed and sworn to before me at El Paso, Texas

this 26th day of March, A. D. 1929

Geo. W. Hoadley

[OFFICIAL SEAL]

My commission expires 6/1-29

Owner's Application

No. _____

El Paso, Texas, May 2, 19229

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

\$55.00 upon the title to the lands hereinafter described.

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

Premium \$ _____
Charges guaranteed by _____

No. Abs. Left |

Estate or interest to be guaranteed: Fee simple free of liens and encumbrances

Name of party to be guaranteed: United States of America

Residence of party to be guaranteed: Bureau of Reclamation, El Paso, Texas

Occupation of party to be guaranteed: _____

Legal description of premises: See contract dated 12/14/28 between Se. E. Wilcox & U. S.

Vacant or Improved: _____

House number and street: _____

Value	Ground	Improvements
_____	_____	_____

In possession of _____

Claiming under _____

By virtue of {
Conveyance from
Gift descent bequest

If by inheritance, give names of other descendants _____

Marriage relation of present owner {
Married
Divorced
Widowed

In whom is Record Title now vested {
Married { Name of Wife
Single { Name of Husband

Homestead? If not, what property is claimed as homestead? _____

Has property ever been occupied as homestead? When? _____

Residence of present owner _____

Occupation of present owner _____

How to be conveyed Warranty Deed

Is any building now being constructed or repaired on the premises? _____

Any contract for improvements contemplated or entered into? _____

Has any material been delivered on the premises, and by whom? When? _____

Mechanic's Lien on the premises _____

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 **December 14th**, 192**8**, with

S. E. Wilcox

1. State purpose for which the land is required.

Riverside Canal and Intercepting Drain

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

0.70 acre fully described in contract

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

No public lands in Texas

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

~~Owner in possession~~

S.E. Wilcox, Georgetown, Texas

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

~~Owner in possession~~

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

No.

ABSTRACT OF AGREEMENT
ADVERTISING—AWARD—FORM

No. 116r-323
(Contract)
Date 12/14-28, 19__

Interior Reclamation El Paso, Texas
(Department or establishment) (Bureau or office) (Location)

ABSTRACT OF AGREEMENT

S.E. Wilcox MEMBER OF THE Total amount, \$ 35.00
(Name of contractor)
By Self Subject Purchase of land
Title Contractor Contract period _____
Address Georgetown, Texas Appropriation Rio Grande Project, F.Y. 1929
Contracting officer L.R. Flock, Acting Sup't. Discount _____
Items _____
Quantity _____
Unit price(s) .70 acre described in contract
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 * _____

B/W Files

El Paso, Texas.

December 12, 1928.

Mr. S. E. Wilcox,
Georgetown, Texas.

Dear Sir:

In reference to your favor of September 27th, 1928, would say that we find no taxes assessed against your tract of land in survey 203 Socorro Grant, as shown by the enclosed collector's certificate.

We are enclosing for your signature, and if married your wife's signature also, a land purchase contract.

This contract is for the purchase of the seven tenths of an acre required out of your holding in survey 203 Socorro Grant. The contract calls for the payment of thirty-five (\$35.00) dollars, which is at the rate of fifty (\$50.00) dollars per acre, as per offer dated September 24th, 1928. The United States will pay for the abstract or guaranty of title as may be required. Please have your signatures acknowledged before a Notary Public.

Very truly yours,

L.R. Flock

Acting Superintendent.

Encl.
Contract.

forty-eight and nine-tenths (348.9) feet along the easterly line of the land of the contractor to the Southeast (SE) Corner of said land, said corner being a point on the line between Surveys 202 and 203 Socorro Grant and from which point an iron pipe bears North sixty-three (63) degrees, four (04) minutes East, one thousand two hundred forty-four and eight-tenths (1244.8) feet and the Northeast (NE) corner Section Thirty-one (31), Township Thirty-two (32) South, Range Seven (7) East bears North seventy-four (74) degrees, fifty-six (56) minutes East, four thousand six hundred sixty-six and twenty-one hundredths (4666.21) feet; thence South sixty-three (63) degrees, four (04) minutes West along the line between Surveys 203 and 202 Socorro Grant, eighty-eight (88.00) feet to a point; thence North twenty-six (26) degrees, fifty-six (56) minutes West, three hundred forty-eight and nine-tenths (348.9) feet to a point on the line between Surveys 203 and 204, Socorro Grant; thence North sixty-three (63) degrees, four (04) minutes East along line between said Surveys 203 and 204, eighty-eight (88.0) feet to the point of beginning, said tract of land containing seventy-hundredths (0.70) acres more or less as shown on Bureau of Reclamation Survey plat attached to contract dated December 14, 1928 and recorded at Vol. 511 page 204 Deed Records of the County of El Paso, State of Texas, between the United States and S. E. Wilcox.

forty-eight and nine-tenths (348.9) feet along the easterly line of the land of the contractor to the Southeast (SE) Corner of said land, said corner being a point on the line between Surveys 202 and 203 Socorro Grant and from which point an iron pipe bears North sixty-three (63) degrees, four (04) minutes East, one thousand two hundred forty-four and eight-tenths (1244.8) feet and the Northeast (NE) corner Section Thirty-one (31), Township Thirty-two (32) South, Range Seven (7) East bears North seventy-four (74) degrees, fifty-six (56) minutes East, four thousand six hundred sixty-six and twenty-one hundredths (4666.21) feet; thence South sixty-three (63) degrees, four (04) minutes West along the line between Surveys 203 and 202 Socorro Grant, eighty-eight (88.00) feet to a point; thence North twenty-six (26) degrees, fifty-six (56) minutes West, three hundred forty-eight and nine-tenths (348.9) feet to a point on the line between Surveys 203 and 204, Socorro Grant; thence North sixty-three (63) degrees, four (04) minutes East along line between said Surveys 203 and 204, eighty-eight (88.0) feet to the point of beginning, said tract of land containing seventy-hundredths (0.70) acres more or less as shown on Bureau of Reclamation Survey plat attached to contract dated December 14, 1928 and recorded at Vol. 511 page 204 Deed Records of the County of El Paso, State of Texas, between the United States and S. E. Wilcox.

CERTIFICATE BY PROJECT SUPERINTENDENT

I hereby certify that the land described in attached land purchase contract dated December 14th, 1928, between The United States of America and S. E. Wilcox is required for purposes authorized by the Act of June 17, 1902, (32 Stat., 388), namely, as right of way for the River-side Canal and Intercepting Drain, a part of the Rio Grande Federal Irrigation Project; that the consideration to be paid thereunder, namely, \$35.00, is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

Dated at El Paso, Texas, this 26th day of March, 1929.

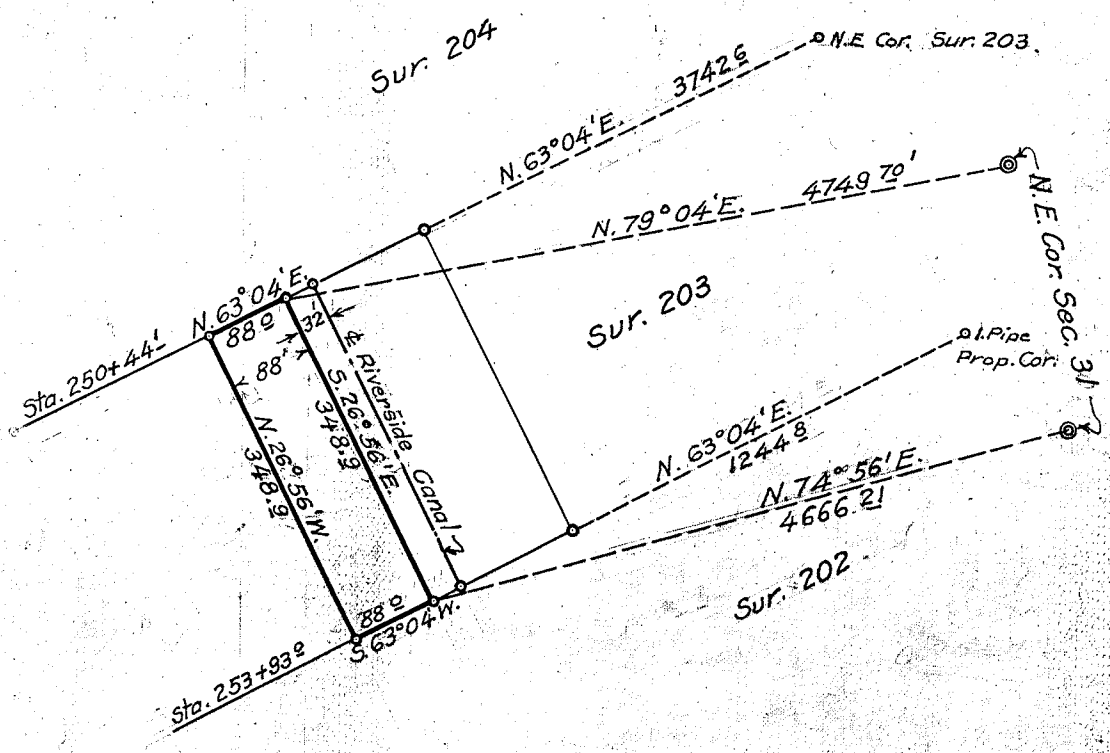
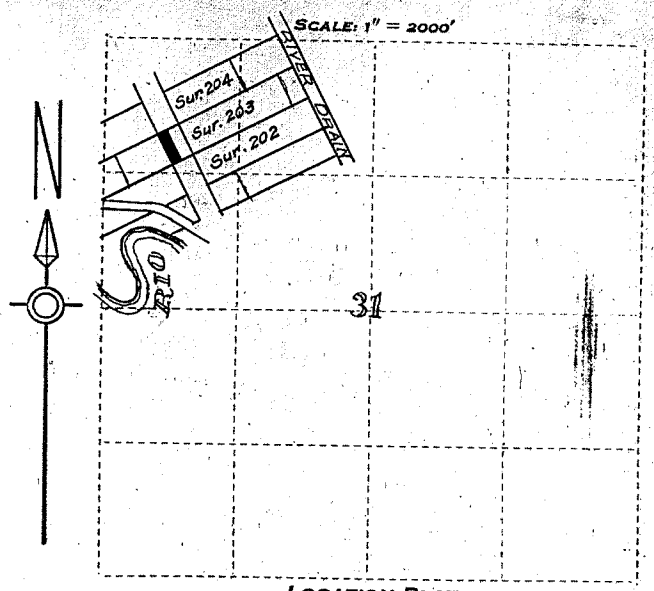
L.R. Flock
Acting Superintendent
Bureau of Reclamation

CERTIFICATE OF POSSESSION

I HEREBY CERTIFY that I have personally examined the land described in attached land purchase contract dated December 14th, 1928, between The United States of America and E. E. Wilcox, 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 26th, day of March, 1929.

Geo. W. Moadley
Junior Engineer
Bureau of Reclamation



SOCORRO GRANT
SUR. 203 0.70 Ac.
S. E. Wilcox.

Land Purchase Contract 12/14/29
Recorded 4/-/29

43
27

SCALE: 1" = 200'

DEPARTMENT OF THE INTERIOR,
UNITED STATES RECLAMATION SERVICE,
RIO GRANDE PROJECT- NEW MEXICO-TEXAS
RIVERSIDE CANAL & RIO
INTERCEPTING DRAIN
RIGHT OF WAY

FIELD WORK: E.H.N. CHECKED: G.W.H.
DRAWN: E.T.G. GA. APPROVED:
3216-L-122 EL PASO, TEX. 10-1-28

88
32
120

OFFICERS

TOM B. NEWMAN
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N. H. GILLOT
Vice-President

JAMES W. GIBB
Vice Pres. & Treas.

A. G. FOSTER
Secretary

B. E. SCHWARZBACH
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

June 24, 1929,

Mr. H. J. S. Devries,
District Counsel,
Bureau of Reclamation Service,
Toltec Club Building,
El Paso, Texas,

Dear Sir:

We are in receipt of your communication relative to the S. E. Wilcox, land transaction, being our file Number 6526, wherein you enclose a copy of a letter from D. W. Wilcox, who is a brother of S. E. Wilcox, and also S. E. Wilcox's attorney.

We beg to advise in this connection that we would be willing to accept a personal bond executed by S. E. and D. W. Wilcox, to the effect that S. E. Wilcox, Jr., will not disfirm the deed executed by S. E. Wilcox, when said S. E. Wilcox, Jr., reaches his maturity, but we will ask that the bond provide that upon the said S. E. Wilcox Jr., reaching the age of 19 years, he will have his disabilities of minority removed and when said disabilities have been removed he will execute a confirmation deed, confirming the execution of the deed by S. E. Wilcox.

We realize that in view of the fact that the sale is being made for such a small amount that requesting administration would be unfair and while we feel that the whole transaction is being done in good faith and that there is practically no danger whatever, and that we are taking no chances in issuing our Guarantee Title, we must necessarily protect ourselves against probabilities, although there is no apparent probabilities.

If D. W. and S. E. Wilcox are willing to execute such bond, in an amount not to exceed the sum of \$50.00 we shall be pleased to handle the matter and issue the desired policy.

We suggested having disabilities of S. E. Wilcox, Jr., removed for the reason that since Mr. D. W. Wilcox is an attorney and a brother of S. E. Wilcox, the disabilities could be removed at a very low cost.

Very truly yours,


Asst. Sec'y.

BES:MF.

removed at a very low cost."

I trust the above outlined plan will prove feasible and that we may hear from you in regard to the matter.

Very truly yours,

H. J. S. Devries,
District Counsel.

El Paso, Texas, June 25, 1929.

Mr. D. W. Wilcox,
Attorney at Law,
Georgetown, Texas.

Dear Mr. Wilcox:

In connection with the government's contract for purchase of land from your brother, S. E. Wilcox, the Pioneer Abstract & Guarantee Title Company has advised us as follows:

"We are in receipt of your communication relative to the S. E. Wilcox, land transaction, being our file number 6526, wherein you enclose a copy of a letter from D. W. Wilcox, who is a brother of S. E. Wilcox, and also S. E. Wilcox's attorney.

"We beg to advise in this connection that we would be willing to accept a personal bond executed by S. E. and D. W. Wilcox, to the effect that S. E. Wilcox, Jr., will not disfirm the deed executed by S. E. Wilcox, when said S. E. Wilcox, Jr., reaches his maturity, but we will ask that the bond provide that upon the said S. E. Wilcox Jr., reaching the age of 19 years, he will have his disabilities of minority removed and when said disabilities have been removed he will execute a confirmation deed, confirming the execution of the deed by S. E. Wilcox.

"We realize that in view of the fact that the sale is being made for such a small amount that requesting administration would be unfair and while we feel that the whole transaction is being done in good faith and that there is practically no danger whatever, and that we are taking no chances in issuing our Guarantee Title, we must necessarily protect ourselves against probabilities, although there is no apparent probabilities.

"If D. W. and S. E. Wilcox are willing to execute such bond, in an amount not to exceed the sum of \$50.00 we shall be pleased to handle the matter and issue the desired policy.

"We suggested having disabilities of S. E. Wilcox, Jr., removed for the reason that since Mr. D. W. Wilcox is an attorney and a brother of S. E. Wilcox, the disabilities could be

El Paso, Texas, June 22, 1929.

Mr. D. W. Wilcox,
Georgetown, Texas.

Dear Mr. Wilcox;

I very much appreciate your letter of June 19 in connection with the government's contract with your brother Mr. S. E. Wilcox, for the purchase of some land for canals. I have communicated the contents of your letter to the Abstract Company and will write you again in the near future after having heard from the Title Company.

Very truly yours,

H. J. S. Devries,
District Counsel.

WILCOX & GRAVES,

LAWYERS.

GEORGETOWN, TEXAS.

DISTRICT COUNSEL RECLAMATION BUREAU RECEIVED JUN 5 El Paso, Texas File No. _____

June 19th, 1929.

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

Dear Sir:

Your letter of the 13th addressed to my brother, S. E. Wilcox, has been handed to me for attention, and in reply thereto, I will state that no administration was had upon the estate of Mrs. S. E. Wilcox when she died as none was necessary. She left one child, S. E. Wilcox, Jr., surviving her, but he is a minor, now being only eighteen years of age. If the abstract company guaranteeing the title is willing to accept a quitclaim deed from this boy, my brother will go ahead and make the proper affidavits and have the deed executed by his son and close the matter up. Unless they are willing to accept the deed of the minor, my brother could not afford to go to the expense of qualifying as Guardian or going through any other court procedure in order to clear the matter up because the court costs alone would amount to considerably more than he would get out of this sale.

I might state, however, that my brother is entirely solvent and his warranty deed will protect both the insurance company and the government against any claim which could ever be asserted by the minor. I might also state that my brother would be willing to execute a personal bond to the abstract company or the insurance company, or the government, guaranteeing that the minor would not disaffirm the deed upon arriving at maturity. In reference to making the bond, however, will state that he would not care to go to any particular red tape in reference to it, but same would be executed by sureties who are entirely solvent.

You can either write myself or Mr. S. E. Wilcox in regard to this.

Yours very truly,

DWW/OLH.

S. E. Wilcox

El Paso, Texas, June 22, 1929.

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

Gentlemen:

In re: Your file No. 6526.

I am just in receipt of a letter dated June 19, 1929 from D. W. Wilcox, attorney of Georgetown, Texas, and brother of S. E. Wilcox with whom we have had some correspondence in connection with the requested guarantee certificate.

I enclose herewith a copy of the letter from which you will note there has been no administration of S. E. Wilcox's wife's estate and that there is a minor son. You will also note that Mr. Wilcox suggests that he would be willing to give bond to your company in connection with the matter.

Will you kindly let me have your views in this matter so I can communicate further with Mr. Wilcox.

Very truly yours,

H. J. S. Devries,
District Counsel.

OFFICERS

TOM B. NEWMAN
President

N. H. GILLOT
Vice-President

JAMES W. GIBB
Vice Pres. & Treas.

A. G. FOSTER
Secretary

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H. H. NEWMAN

M. C. WILCOX

LEGAL DEPARTMENT

W. W. TURNER

W. H. BURGESS

A. H. CULWELL

J. M. POLLARD

June 12, 1929,

Bureau of Reclamation,
Toltec Club Building,
El Paso, Texas,

Gentlemen:

Attention: Mr. H. J. S. Devries,
In Re: Our File C/6526, your
contract with S. E. Wilcox, dated
12/14/28, covering portion of
Survey 203, Socorro Grant.

We are in receipt of your communication of June 10th, quoting us from Mr. Wilcox's letter of June 7th, relative to his marital status.

We regret that the letter contained insufficient information to enable us to proceed. Will you be kind enough to ascertain whether Administration was had upon the estate of the wife of S. E. Wilcox, ~~who~~ died in Silver City, New Mexico, in 1919, and in event no administration was had, we desire to know whether any children were born of the marriage of S. E. Wilcox and Mrs. Wilcox, and if there are, their names and ages for the reason that if there were children, said children would succeed to the interest of their mother in said property, and in event said children, if any, are now of age, it will be necessary to obtain a quit claim deed from each one of them. And if there were no children born of said marriage and it was not necessary to have an Administration upon the estate for the reason that there were no community debts owing by Wilcox and wife, at the time of the death of Mrs. Wilcox, we will require an Affidavit by Wilcox, to the effect that Mrs. Wilcox died intestate at Silver City, New Mexico, giving the month and day as near as can be, in the year 1919, and that no Administration was had upon the estate for the reason that no Administration was necessary because there were no community debts at the time of the death of Mrs. Wilcox.

Thanking you for your kind and courteous co-operation, we are

Very truly yours,


Asst. Secretary,

BES:MF.

WILCOX GROCERY

S. E. WILCOX

GROCERIES

GEORGETOWN, TEXAS.

June 10 192*9*

U S Reclamation Service
El Paso TX

Dear Sir:

Enclosed find
check properly signed for
which please mail me
check as per contract
Yours Truly
S. E. Wilcox

lic and return it to this office. Should these affidavits not represent the facts, kindly embody the facts in an accurate affidavit.

We regret exceedingly that there is further delay but until this matter has been straightened out to satisfy the Abstract Company which will guarantee the title so that the United States may make payment, the best we can do is to assist you in procuring the necessary showing to satisfy the Abstract Company as to the record.

In transmitting the information herein requested, will you kindly also state whether or not it will be agreeable to you to have us file such affidavit as may be prepared by you and deduct the recording fee from the consideration, as we have no authority to pay for recording of such instruments as may be necessary to show clear title in the person selling property to the United States.

Assuring you that we shall do everything possible to expedite payment in this matter upon receipt of necessary showing, I am

Very truly yours,

H. J. S. Devries,
District Counsel.

El Paso, Texas, June 13, 1929.

Mr. S. E. Wilcox,
Georgetown, Texas.

Dear Mr. Wilcox:

This will acknowledge receipt of your letter of June 7, 1929 for which I thank you. I also have your letter of June 10 transmitting deed.

We gave this information to the Pioneer Abstract & Guarantee Title Company which guarantees most of the land as to title that is acquired by the United States for right of way, and I am now in receipt of the following advice from the Abstract Company:

"We regret that the letter contained insufficient information to enable us to proceed. Will you be kind enough to ascertain whether Administration was had upon the estate of the wife of S. E. Wilcox, who died in Silver City, New Mexico, in 1919, and in event no administration was had, we desire to know whether any children were born of the marriage of S. E. Wilcox and Mrs. Wilcox, and if there are, their names and ages for the reason that if there were children, said children would succeed to the interest of their mother in said property, and in event said children, if any, are now of age, it will be necessary to obtain a quit claim deed from each one of them. And if there were no children born of said marriage and it was not necessary to have an Administration upon the estate for the reason that there were no community debts owing by Wilcox and wife, at the time of the death of Mrs. Wilcox, we will require an affidavit by Wilcox, to the effect that Mrs. Wilcox died intestate at Silver City, New Mexico, giving the month and day as near as can be, in the year 1919, and that no administration was had upon the estate for the reason that no Administration was necessary because there were no community debts at the time of the death of Mrs. Wilcox."

There are transmitted herewith in blank suggested forms of affidavit to be filled out. Please execute the appropriate affidavit which covers the facts in the case before a Notary Pub-

lic and return it to this office. Should these affidavits not represent the facts, kindly embody the facts in an accurate affidavit.

We regret exceedingly that there is further delay but until this matter has been straightened out to satisfy the Abstract Company which will guarantee the title so that the United States may make payment, the best we can do is to assist you in procuring the necessary showing to satisfy the Abstract Company as to the record.

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H. J. S. Devries,
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Mr. S. E. Wilcox,
Georgetown, Texas.

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There ~~are~~ transmitted herewith in blank suggested forms of affidavit to be filled out. Please execute the appropriate affidavit which covers the facts in the case before a Notary Pub-

221 11 ~
PIONEER ABSTRACT & GUARANTEE TITLE CO.

EL PASO, TEXAS

TITLE DEPARTMENT

PRELIMINARY OPINION

May 29, 1929,

IN REPLY PLEASE REFER TO

NO. 6526

EXAMINER BES:MGF.

TO Bureau of Reclamation Service,
Toltec Club Building,
El Paso, Texas, (Attention: Mr. H. J. S. Devries)

IN RE: Wilcox land purchase.

PROPERTY: .7 of an acre, out of Survey 203, Socorro Grant, fully described in contract between U. S. A. and S. E. Wilcox, dated 12/14/28.

INSTRUMENTS EXAMINED: None.

RECORD TITLE IN: S. E. Wilcox.

SUBJECT TO:

TAXES: Taxes for the year 1928, are due in the sum of \$6.47.
No investigation has been made as to the condition of water charges, and assessments.

PAVING: None.

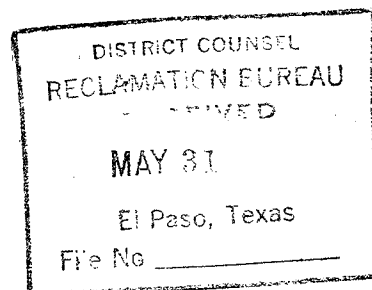
The property is unencumbered of record with the exception of taxes for the year 1928, and water charges if any.

The contract between Wilcox and U. S. A. recites that S. E. Wilcox, is a single man. Will you kindly ascertain for us whether Wilcox, was single man when he acquired this property and if he remained so during all of the time he has owned it, or whether he was married at the time of purchase and has since become single, giving the circumstances by which he became single.

Very truly yours,

R. E. Schwarzbach
Secretary,

BES:MF.



El Paso, Texas, June 10, 1929.

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

Gentlemen:

In re: Your file No. 6526

Further reference is made to your letter of May 29, 1929 making inquiry as to the marital status of S. E. Wilcox, whose address is Georgetown, Texas.

We are now in receipt of a letter from Mr. Wilcox dated June 7, 1929, as follows:

"In reply to yours of May 31st as to whether I was married when I bought the five acres of land in question will state that at the time of purchase I was married but am now single due to the fact that my wife died in 1919 at Silver City, N. M."

Very truly yours,

H. J. S. Devries,
District Counsel.

El Paso County Water Improvement District No. 1

Collector's Certificate

El Paso, Texas, May 31, 1929

This is to certify that all charges due El Paso County Water Improvement District No. 1, on property assessed to Mrs. C. J. Malcott and described as 1/2 E. 1/2 Sec. 10, T. 10 N., R. 10 E., 10th Meridian

MAP NO.	ABS. NO.	SUR. NO.	GRANTOR	LOT	BLK.	SUBDIVISION	TOTAL ACREAGE
18.16-2	216		Dr.				5.0

have been paid to and including the year 1928 ~~except the following items:~~

[illegible]

ELLIS BROS.

Signed John A. Hill
ASSESSOR AND COLLECTOR

EL PASO COUNTY WATER IMPROVEMENT DISTRICT NO. I

*done
W.P.V.*

El Paso, Texas, September 24, 1928.

Mr. S. E. Wilcox,
Georgetown, Texas.

Dear Sir:

Reference is made to the requirement for acquisition by the United States of seven tenths (.7) of an acre out of Survey two hundred three (203), Socorro Grant, El Paso County, Texas, for the construction of the Riverside Canal and intercepting drain. We understand you are the record owner of the legal title to this land, which is shown in red on the enclosed plat.

We will pay at the rate of Fifty 00/100 (\$50.00) dollars per acre for the land required if you can convey a clear record title to this land, free of encumbrances or liens. Fifty dollars per acre is the price we are purchasing land of the same class as yours out of the tracts adjoining yours.

We will in addition to paying you at the rate of Fifty dollars per acre, also pay for the abstract of guaranty of title that will be required.

If you are in a position to accept this offer, or are not in a position to do so by reason of inability to make the necessary conveyance, please advise me, using the enclosed franked envelope which requires no postage.

Very truly yours,

L.R. Plock

Acting Superintendent.

Encl.:
Plat
Franked Envelope.

WILCOX GROCERY

S. E. WILCOX

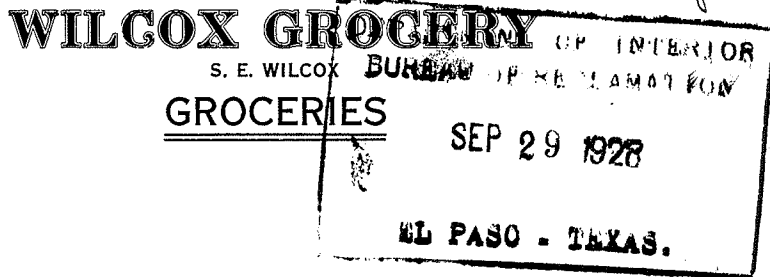
GROCERIES

GEORGETOWN, TEXAS.

192

is not. I have no
desire to stand in your
way with your drain canal
and if in your investigation
of the record you find
anything wrong please
advise me

yours truly
S. E. Wilcox



GEORGETOWN, TEXAS.

Sept 27 1928

Bureau of Reclamation
El Paso Tex
Dear Sir:

yours of 9/24
in regards to the purchase of
17 acre of land received.

In reply will state that
my title is good as far as
I know unless the 1927
taxes have not been paid
I can find no record of
having paid them but am
within the collector for the
amount which I am
willing to pay.

Is there a water right
charge on unimproved
land? if so it has not
been paid, I understand there

WILCOX GROCERY

S. E. WILCOX

GROCERIES

GEORGETOWN, TEXAS. _____ 192 _____

am making a return
for the taxes
Yours truly
S. E. Wilcox

✓ Mr. Haddley
WILCOX GROCERY

S. E. WILCOX

GROCERIES

DEPT. OF INTERIOR
BUREAU OF RECLAMATION

JUN 10 1929

EL PASO - TEXAS.

GEORGETOWN, TEXAS.

Dist. Counsel
File Wilcox
Land purchase

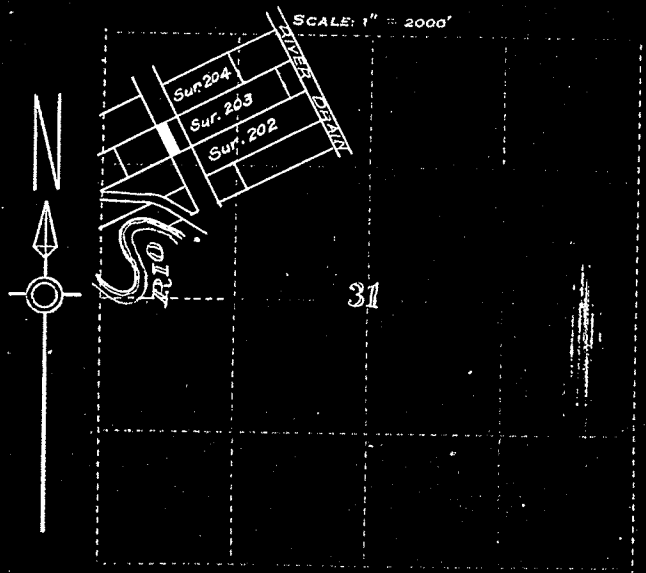
June 7 1929

U S Reclamation Service
El Paso

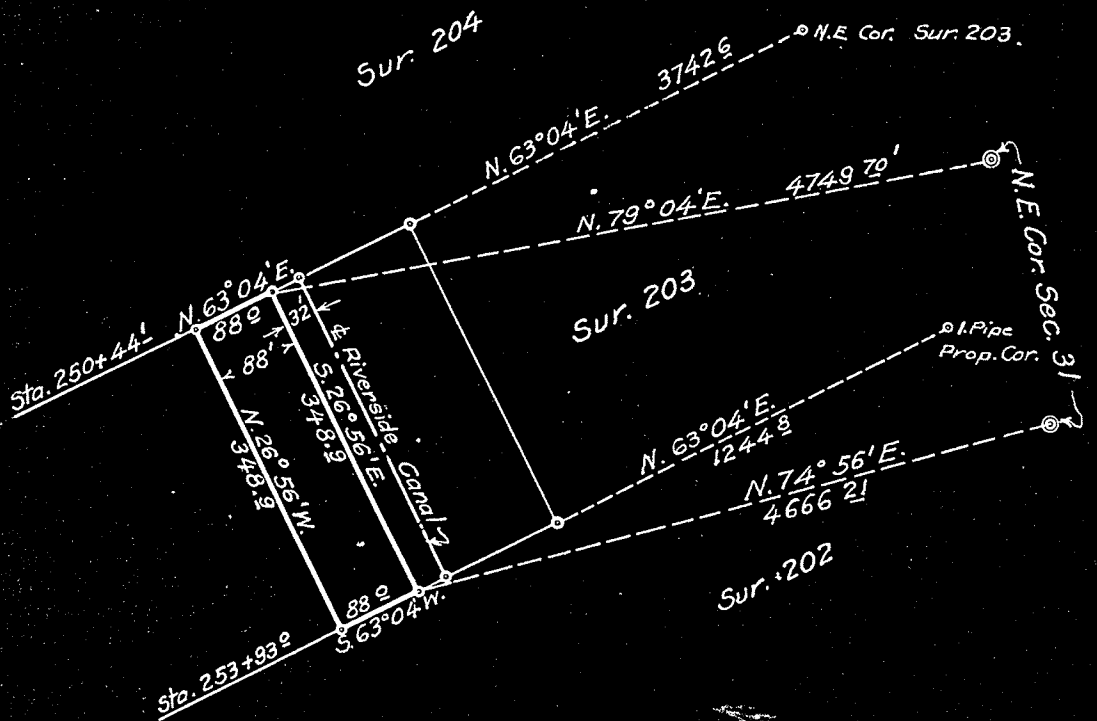
Dear Sir:

In reply to yours
of May 31st as to whether
I was married when I
bought the five acres
of land in question, will
state that at the time
of purchase I was ~~at~~
married, but am
now single due to
the fact that my
wife died in 1919 at
Silver City, N.M.

As to water right I hold
receipt showing that Mrs
B J Walcott paid them
for the year 1928



LOCATION PLAT
S. 31 .. T. 32S .. R. 7 E. ..



SOCORRO GRANT
SUR. 203 0.70 Ac.
S. E. Wilcox.

SCALE: 1" = 200' 27

DEPARTMENT OF THE INTERIOR.
UNITED STATES RECLAMATION SERVICE.
RIO GRANDE PROJECT- NEW MEXICO-TEXAS
RIVERSIDE CANAL & RIO
INTERCEPTING DRAIN
RIGHT OF WAY

FIELD WORK: E.H.N. CHECKED: G.W.H.

DRAWN: E.T.G. SA. APPROVED:

3216-L/22 EL PASO. TEX.. 10-1-'28

El Paso, Texas, May 31, 1929.

Mr. S. E. Wilcox,
Georgetown, Texas.

Dear Mr. Wilcox:

The contract between yourself and the United States dated December 14, 1928 for purchase by the United States of .7 acre out of Survey 203 Socorro Grant shows that you executed the contract as a single man. The Abstract Company which we have called upon to guarantee the title, has requested that we ascertain from you whether or not you were single at the time you acquired this property and if so whether you remained single during all the time you have owned it, or whether you were married at the time of purchase of the property and have since become single, giving the circumstances under which this occurred.

As you will doubtless understand this is for the purpose of determining the status of the title. This information will be much appreciated.

We are also advised that taxes for the year 1928 are due in the sum of \$6.47 which will have to be paid in order to remove the tax lien, as well as any outstanding water taxes due the El Paso County Water Improvement District No. 1, from which office we are making inquiry to determine whether or not there are such unpaid water taxes, and on receipt of such information we will advise you.

Very truly yours,

H. J. S. Devries,
District Counsel.

El Paso, Texas, June 4, 1929.

Mr. S. E. Wilcox,
Georgetown, Texas.

Dear Mr. Wilcox:

With further reference to contract between yourself and the United States dated December 14, 1928 for purchase by the United States of .7 acre out of Survey 203 Socorro Grant, we wish to advise that we have received notice from the El Paso County Water Improvement District No. 1, that all water charges on this property have been paid.

Please sign the enclosed deed and execute the "Single Acknowledgment", which is on the back of the Deed, before a Notary Public. When this is completed please return the Deed to this office.

Very truly yours,

H. J. S. Devries,
District Counsel.

El Paso, Texas

March 30, 1929

County Clerk,
El Paso County,
El Paso, Texas.

Dear Sir:

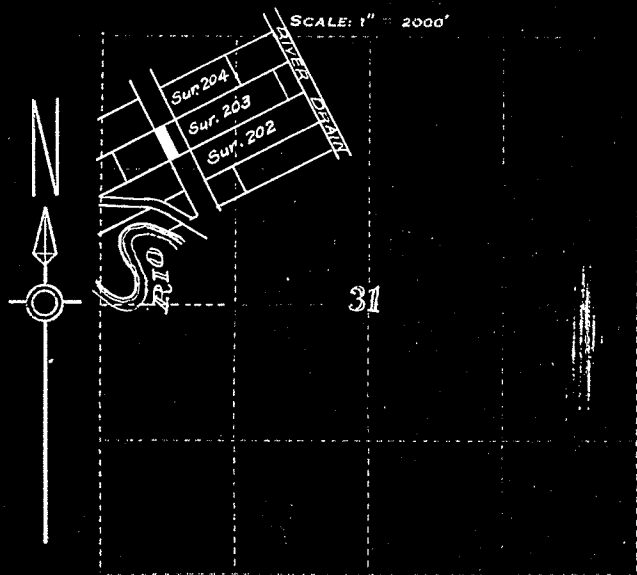
There is enclosed herewith original land purchase contract between S. E. Wilcox and the United States of America, which kindly record, billing same to the Bureau of Reclamation.

The cloth plat is for your files.

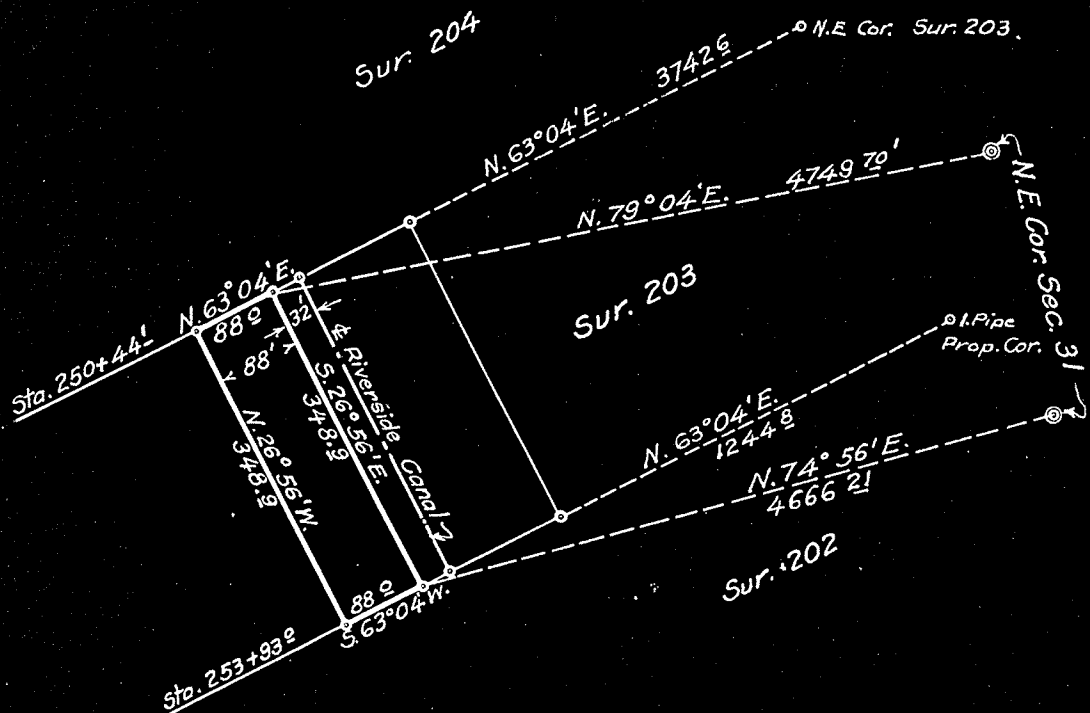
Very truly yours,

Acting Chief Clerk.

Encl.



LOCATION PLAT
S. 31 .. T. 32S .. R. 7 E. ..



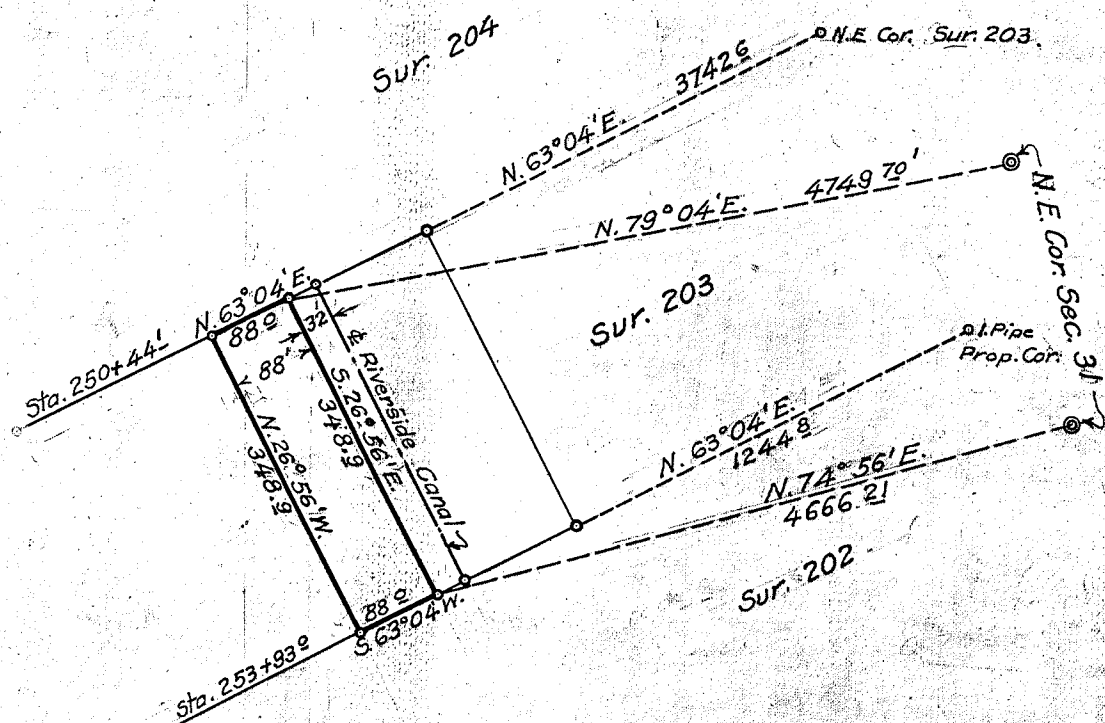
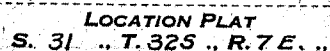
SOCORRO GRANT
SUR. 203 0.70 Ac.
S. E. Wilcox.

SCALE: 1" = 200' 27

DEPARTMENT OF THE INTERIOR,
UNITED STATES RECLAMATION SERVICE,
RIO GRANDE PROJECT- NEW MEXICO- TEXAS
RIVERSIDE CANAL & RIO
INTERCEPTING DRAIN
RIGHT OF WAY

FIELD WORK: E.H.N. CHECKED: G.W.H.
DRAWN: E.T.G. SA APPROVED:

3216-L/22 EL PASO, TEX., 10-1-'23



Land Purchase Contract 12/14/29
Recorded 4/-/29

DEPARTMENT OF THE INTERIOR.
UNITED STATES RECLAMATION SERVICE.
RIO GRANDE PROJECT- NEW MEXICO- TEXAS
**RIVERSIDE CANAL & RIO
INTERCEPTING DRAIN**
RIGHT OF WAY

FIELD WORK, E.H.N. CHECKED, G.W.H.
DRAWN, ETG GA APPROVED: _____

3216-L/22	EL PASO. TEX.,	10-1-28
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$$\begin{array}{r} 88 \\ 32 \\ \hline 120 \end{array}$$