

10-17-05
Mark McGinnis
788

12-11-05

-3-

C O P Y

HE

Territory of Arizona)
County of Gila) ss.

I do solemnly swear (or affirm) that the copy of contract hereto attached is an exact copy of a contract executed by me, personally with Josephine C. Nelson; that I made the same fairly without benefit or advantage to myself, or allowing any such benefit or advantage corruptly to the said Josephine C. Nelson or 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.

Louis C. Hill,
Supervising Engineer U.S.R.S.

Subscribed and sworn to before me at Roosevelt, Arizona this 11th day of December A.D. 1905.

My commission expires July 10, 1909.

(Seal)

Claudia M. Parker,
Notary Public.

A-E
D30-A

12-11-05

Territory of Arizona |
County of Gila | ss.

I do solemnly swear (or affirm) that the copy of contract hereto attached is an exact copy of a contract executed by me, personally, with Nicholas Egan; that I made the same fairly without benefit or advantage to myself, or allowing any such benefit or advantage corruptly to the said Nicholas Egan or 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.

Louis Hall

Supervising Engineer U.S.R.S.

Subscribed and sworn to before me at Roosevelt, Arizona, this 11th day of Dec. A. D. 1905.

My commission expires July 10, 1909

Claudia M. Parker

Notary Public.

Territory of Arizona | ss.
County of Gila |

I do solemnly swear (or affirm) that the copy of the contract hereto annexed is an exact copy of a contract executed by me, personally with Harry Johnson and wife;

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

Harry Johnson & wife or 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.

Louis Hall

Supervising Engineer U.S.R.S.

Subscribed and sworn to before me at Roosevelt, Arizona, this 11th day of Dec 1905.

My commission expires July 10, 1909

Claudia M. Parker

Notary Public.

10-26-05

THIS AGREEMENT, made this 26th day of October, nineteen hundred and ~~two~~ five between Nicholas Egan, of Aspen, Aspen County, Colorado, for himself, his heirs, legal representatives, and assigns, of the first part, and Louis C. Hill, Engineer, United States Geological Survey, being thereunto duly authorized by the Secretary of the Interior, for and on behalf of the United States of America, its successors and assigns, of the second part,

WITNESSETH:

That the said first party, in consideration of the premises and of the agreements of the second party herein contained, does hereby agree, upon the terms and conditions hereinafter stated, to sell, and by good and sufficient deed to convey, to the United States of America, in pursuance of the Act of Congress approved June 17, 1902, (32 Stat. 388), known as the Reclamation Act, all the following described real estate and property, situated in the County of Gila, Territory of Arizona, to-wit:

An undivided one-fourth interest in and to the south half (1/2) of the northeast quarter (1/4) and the North half (1/2) of the southeast quarter (1/4) of section twenty-two (22) in township four (4) north of range twelve (12) east of Gila and Salt River Meridian in Arizona Territory. (The said tract of land contains one hundred and sixty (160) acres).

Also, all his right, title and interest in and to what is known as the Gordon Water Ditch on said land, and the water thereby appropriated.

And the said first party does further agree to procure and have recorded, where proper for record, all such further assurances of title and affidavits as may be necessary or proper to show clear title in himself, in time for abstracting and examination by Government officials in Washington, D. C.; and, upon payment of the purchase price as hereinafter stipulated, to execute and deliver, at any time within the continuance of this agreement, a good and sufficient deed of warranty conveying to the United States a good title to said premises free of incumbrance.

In consideration whereof, the second party agrees that the United States will purchase said property upon the terms herein expressed, and that, upon compliance by the first party with the terms of this agreement, will cause to be paid to him as the full purchase price of said property, and in full payment for all damages arising from the use of the same, the sum of five hundred dollars (\$500.00), in cash or by disbursing officer's check.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals, this 26th day of October, 1905.

It is further mutually agreed that the first party may retain possession of said premises until February 1, 1905, and may harvest and retain the crops thereon until said date, notwithstanding the sooner delivery of the deed herein provided for, provided that the proper officers and agents of the United States may have free access to said premises for the purpose of surveying for and constructing reclamation works pursuant to said Act of Congress.

This agreement shall not become effective until approved by the Secretary of the Interior, whose action thereon will be taken within thirty days from the date hereof, and said agreement shall terminate by limitation at the expiration of four months from such date, provided that the time of this agreement may, at the option of the second party, be extended for a time equal to the delay caused by perfecting title in the first party as above agreed.

IN WITNESS WHEREOF, the parties to this agreement have hereto set their hands on this the day and year first above written.

WITNESSES:

David E. Abbott

John B. Stetson

A. B. [unclear]

C. S. [unclear]

Nicholas Egan

Thomas O'Hall

[unclear]

Approved this 21st day of July, 1904.

Witnessed and signed in the presence of the undersigned Secretary of the Interior, and the undersigned Notary Public, in and for the County of [unclear] State of Colorado, on this day personally appeared [unclear] and [unclear] 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 as Notary Public in and for the County of [unclear] State of Colorado, on this day of [unclear], 1904.

Notary Public.

9-25-03

778

L. & R.
19-1903.

J.R.W.
W.C.P.

The Secretary of the Interior.

Sir:-

I received from the Assistant United States Attorney for the Territory of Arizona the abstract of title to the southeast quarter of the northeast quarter of section twenty-eight and the southwest quarter of the northwest quarter of section twenty-seven, township five north, range eleven east, G. & S. R. M., Gila County, Arizona, together with the proposed deeds of William D. Tisher, widower, and by William D. Tisher, guardian for Floyd and Myrtle Tisher, minors, for conveyance of these lands to the United States under the Act of June 17, 1902 (32 stat., 388), in connection with an irrigation project.

June 4, 1896, patent for the land issued in the name of John Q. Dunlap upon a homestead entry and final proof made by Sarah S. Dunlap, widow of the settler. This patent was issued in the deceased, in violation of the right of the widow under section 2291 of the Revised Statutes of the United States, Anna Anderson (26 L.D. 242). The attention of the General Land Office being called to this error, and the former patent being surrendered for cancellation, a new one issued, October 27, 1904, to Sarah S. Dunlap, shown by the land office record to be the proper party.

In the meantime, October 30, 1897, before issue of patent to her, Sarah S. Dunlap conveyed the premises to William David Tisher by deed styled in the abstract of title on of warranty of title. If the deed in fact contained a covenant of warranty of title, the effect of such covenant would be to vest in the covenantee Tisher all the title acquired by Mrs. Dunlap, covenantor, by the patent issued to her in 1904.

No covenant of warranty is set out in the abstract of this deed, and the United States Attorney, to whom the abstract was submitted, seems to have examined the original instrument or the record of it, as he states in his letter of September 7th that "No covenants of warranty appear in the conveyance to Tisher". As there seems to have been in fact no such covenant, the deed cannot operate to carry her later acquired title which remains in her. If she should make a deed of quitclaim of the land, Tisher will, as the title is now shown, acquire title to the land. He now appears to have no title, merely an equity to demand conveyance of title from Mrs. Dunlap.

August 24, 1903, Tisher, evidently supposing he had title joined by his wife made a contract of sale and for conveyance of land to George D. Christy, who, September 1, 1903, assigned the contract to Maricopa County, which assigned to the Secretary of the Interior, Tisher has not otherwise conveyed, incumbered, or contracted to convey or incumber his claim of title to the premises.

In one respect there is an evident and irreconcilable confusion. The claim of title in Tisher seems to have vested as community property of himself and wife, Dacia. His affidavit is that they were married in 1883, and that she died May 27, 1893, leaving two children born of that marriage, who are by succession to her vested with her interests in this community property. In the probate proceedings for the sale of their interests the age of the younger of these children is stated, December 21, 1904, as nine years, making the child's birth to have occurred about two years after her mother's death, and the contract to Christy is shown in the abstract to have been signed by her August 24, 1903, ten years and three months after her death. The affidavit and probate proceedings are, however, sufficient as an admission binding upon the proponent, William D. Tisher, that his wife was community owner with him, and that her children are seized of her interest.

9-25-05

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-3-

The proceedings for the guardian's sale do not contain proof of compliance with section 2003 of the Revised Statutes of Arizona of 1901. As proceedings of this character are construed with much strictness, the abstract should show full compliance with the statute as to service of notice by which jurisdiction to make the order was obtained.

The land is subject to a delinquent tax for 1901 and to taxes of the current year.

Assuming (1) that the deed will be obtained from Mrs. Dunlap, to William D. Fisher, curing the defect of title, making reference to her former deed and declaring intent that the title conveyed shall have relation to that date; (2) that notice of the proceedings for guardian's sale was duly served, and manner thereof to be shown; (3) that tax incumbrances will be removed, and abstract will be extended to include and show such facts, I am of opinion that good and unincumbered title will then be shown in the proponents.

I have examined the proposed deeds, and am of the opinion that, when completed, all blanks filled, and duly executed, they are sufficient in form, and (if title be first perfected as above indicated) will then be sufficient to vest good title to the premises in the United States.

Very respectfully,

Frank L. Campbell.

Assistant Attorney General.

Approved September 25, 1905.

Thos. Ryan

Acting Secretary.

9-13-05

9-276

AGREEMENT TO SELL.

THIS AGREEMENT, made this 23rd day of June nineteen hundred and five, between Charles C. Griffin and Lama B. Griffin, his wife, of Gila County, Arizona Territory, for their heirs, legal representatives, and assigns, of the first part, and THE UNITED STATES OF AMERICA and its assign, of the second part, acting in this behalf by LOUIS C. HILL, Supervising Engineer, of the United States Geological Survey, thereunto duly authorized by the Secretary of the Interior,

WITNESSETH, That the party of the first part, in consideration of the payment by the party of the second part of the sum of one dollar and of the premises and agreements of the party of the second part, herein contained, does hereby agree, upon the terms and conditions hereinafter stated, to sell and by good and sufficient deed to convey to the United States of America, for the uses and purposes contemplated by the act of Congress approved June 17, 1902. (32 Stat. 388), known as the Reclamation Act, the following described real estate and property situated in the county of Gila

Territory of Arizona, to wit:
The SW¹/₄ NE¹/₄, the N²/₂ SE¹/₄ and the SE¹/₄ SE¹/₄ of section (26)
twenty six Township four (4), North, Range 13 East,
Also the NE¹/₄ NW¹/₄ of section (26) Township six, Township four (4)
North, Range 13 East; Also all the right title and interest in and to the
SE¹/₄ NE¹/₄ of section (26) Township six and the SW¹/₄ NW¹/₄ and the W¹/₂ SW¹/₄ of section
(25) Township five, Township four (4) North, Range 13 East, together with all the
right title and interest in and to all ditches water rights and improvements belonging
or attached to said lands.

And the party of the first part further agrees to procure and have recorded, where proper for record, all further assurances of title and affidavits as may be necessary and proper to show clear title unincumbered in said party of the first part to said premises, in time for abstracting and for due examination by the proper officials in Washington, D. C.; and upon demand of the party of the second part, and upon payment of the purchase price as hereinafter stipulated, to execute and deliver, at any time within the continuance of this agreement, a good and sufficient deed of warranty which shall convey a good title to the premises, free of lien or incumbrance, to the United States for the uses and purposes contemplated by said act of Congress.

In consideration whereof the said party of the second part agrees that the United States will purchase said property upon the terms herein expressed, and that, upon the execution

and delivery of a deed in accordance with this agreement, it will cause to be paid to said party of the first part as the full purchase price of said property, and in full payment for all damage arising from the use of the same for the

purposes aforesaid, the sum of six thousand (6,000⁰⁰) dollars, in cash or by disbursing officer's check.

It is further mutually agreed that liens or incumbrances existing against said premises may, at the option of the party of the second part, be removed at the time of conveyance by reserving the amounts necessary from the purchase price and discharging the same with the moneys 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.

It is further mutually agreed that the party of the first part may retain possession of said premises until the same is flooded by the waters of the Salt River River notwithstanding the earlier delivery of the deed as herein provided, and may harvest and retain the crops thereon until; provided that the proper officers and agents of the United States may at all times have unrestricted access to said premises for the purpose of surveying for and constructing reclamation works pursuant to said act of Congress, free of any claim on the part of the party of the first part for injury or damage.

This agreement shall not operate to bind the United States to purchase said premises until it shall be approved by the Secretary of the Interior, whose approval or disapproval will be signified within two months from the date hereof, and the same shall terminate by limitation at the expiration of three months from said date; provided that the time of this agreement may at the option of the party of the second part be extended to a period equal to any delay caused by perfecting title in the party of the first part.

The provisions of this agreement shall be binding upon and shall inure to the heirs, executors, administrators, and assigns of the party of the first part, and the assigns and successors of the United States.

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands the day and year first above written.

Witnesses: William Keller Chappell Charles C. Griffin
OF Maricopa Arizona

Chas S. Wittich Laura B. Griffin
OF Maricopa Arizona Party of the first part.

James P. McLean Louis C. Hall
OF Phoenix Arizona For and on behalf of the U.S. Party of the second part

Chas S. Wittich
OF Maricopa Arizona
Approved this 9th day of August, 1905.
John S. Hayden
acting Secretary of the Interior.

9-13-05

TERRITORY OF ARIZONA }
COUNTY OF GILA } ss.

I, F. M. Cooper, a Notary Public
in and for said county, in the Territory aforesaid, do hereby
certify that Charles C. Griffie

who _____ 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.

I further certify that I did examine the said Laura B.
Griffie separate and apart from her husband _____,
and explained to her the contents of the foregoing
instrument, and upon that examination she declared that
she did voluntarily sign, seal, and acknowledge the same
without any coercion or compulsion, and doe not wish to
retract the same.

Given under my hand and official seal, this 24 day
of June, 1905.

(SEAL)

F. M. Cooper
Notary Public
My Comm. Expires Jan 29, 1908

Case No. 1188
11/10/01

Charles E. Miller
Linn H. Miller

1877

Wash. State

TERRITORY OF ARIZONA
County of Gila

I, **W. H. FISKE**, County Recorder
in and for said Gila County, do
hereby certify that the within and
signature of voting was filed at

the request of

James O. Miller

on the 18th day of November

A. D. 1906 at 25 minutes past

o'clock A. M., and duly recorded

Page 1188 Book 2 Records

W. H. Fiske

County Recorder

W. H. Fiske

County Recorder

W. H. Fiske

County Recorder

Copy

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Warranty Deed

SPECIAL

TERRITORY OF ARIZONA, }
County of Gila } ss.

Know All Men by These Presents:

That MARY A. WILLIAMS AND
her husband, of Mountain View, Santa Clara County, State of Cali-
fornia

~~of the~~ for and in consideration of

TWELVE HUNDRED (\$1,200) DOLLARS,

to them in hand paid by The UNITED STATES OF AMERICA, in pursuance of the
act of Congress of June 17, 1902 (32 Stat., 388) Known as the Reclamation
Act,
have granted, sold and conveyed, and by these presents do grant, sell and convey unto the
said UNITED STATES OF AMERICA

all that certain premises described as follows, to-wit:

The West half of the Southwest quarter of Section Twenty-six
(26), and the South half of the Southeast quarter of Section Twenty-
seven (27), Township Four (4) North of Range, Thirteen (13) East,
Gila & Salt River Meridian, Gila County, Arizona Territory. Also
all water rights and improvements used on or appertaining to said
land.

Together with all rights and privileges, appurtenant or to become appurtenant to said
lands by virtue of the subscription of
for shares of the Capital Stock of the
..... Water Users' Association,
and subject to all the terms, conditions and liabilities incident thereto.

To Have and to Hold the above-described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said.....

.....heirs and assigns forever.

SALT RIVER VALLEY WATER USERS ASSOCIATION

Sec. 26 27 T. 4 N. R. 13 E

27

26

34 35

Reservoir

79

9-2-05

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Land purchases.

OSW.

Roosevelt, Arizona,

September 2, 1905.

Mr. F. H. Newell,

Chief Engineer, Geological Survey,

Washington D. C.

Dear Sir:-

I herewith enclose my certificate of recommendation for the purchase of 160 acres of land lying within the flood line of the Salt River Reservoir owned by Mrs. Elizabeth A. Hoocker and her husband; also contract of sale, report on the same and proposed form of deed of conveyance to the U. S.

This property has already been the subject of considerable correspondence concerning which I beg to refer to the papers now on file in the Department. The facts in the case, however, may be briefly stated as follows:

On or about the 25th of July 1903, Mrs. Hoocker and her husband entered into a contract with Geo. D. Christy to sell the above land for the sum of \$3,700, the option to run for six months. Subsequently, Mr. Christy assigned his interest in the contract to the Board of Water Storage Commissioners of Maricopa County in this territory who in turn, after paying \$600 on the contract, assigned the same to the Secretary of the Interior. An abstract of title and form of proposed deed were then duly prepared and transmitted to the Assistant Attorney General for his opinion thereon.

OVER

Under date of January 25, 1904, an opinion was rendered to the effect that the title of the grantor, Mrs. Hoeker, as sole devisee to a life estate in the real and personal property of George Danforth, was not perfect owing to the statutory laws of Arizona contained in paragraphs 968, 969, 990 and 996 of the Territorial laws of 1887 relative to the probate of wills and the time limitation in which to attack their validity, and advising that under the circumstances it would be preferable to acquire title to the property by carefully conducted proceedings of eminent domain.

The abstract of title was then amended to cure certain defects pointed out by the Assistant Attorney General and again submitted to the Department.

Upon a reconsideration of the case in an opinion rendered under date of June 17, 1904, the Department was advised that the abstract of title now showed clear title in Mrs. Hoeker by the probate of the will of Geo. Danforth and the release of their reversions by her sons, subject, however, to be defeated by the appearance of an heir who at the probate of the will in 1896 was a minor or mentally incompetent; that the probability of the existence of such heir was not great, and the chances of a successful contest of the will so remote, that a private party would with little hesitation accept the title tendered; that the question was not a legal but an administrative one, officially considered and determined according to the circumstances in the case.

The Secretary of the Interior duly approved of this

9-2-05

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F.H.N.

(3)

opinion and under date of June 28th, 1904, authorized the purchase of the property on the best terms obtainable.

Accordingly the balance of the purchase price amounting to \$3,100 was offered to Mrs. Hocker who refused to convey except at an advance of \$2,000 on the original price agreed upon, alleging that the time limit of the option had expired and that she had suffered damages to the above amount by the loss of her spring crop while waiting for the Government to complete the transaction.

By reference to your letter of December 1st, 1904, this office was notified not to pay Mrs. Hocker her price of \$5,100 under the Secretary's authorization to purchase "on the best terms obtainable", but to delay action and endeavor to secure the property at a lower price later on.

This has been done and the terms agreed upon I believe to be fair and reasonable under the circumstances.

Owing to the fact that Mrs. Hocker is living at present about 35 miles away in the Sierra Ancha mountains, it will facilitate matters if the acknowledgment can be dispensed with until the contract has been considered by the Department.

The abstract of title was not returned to this office after its examination by the Assistant Attorney General and probably is on file in the Department. I understand, however, that nothing has been placed of record affecting the validity of the title except a mortgage of \$1,400 which it is proposed to have removed by paying the same out of the purchase price.

Very respectfully,

8-28-05

COPY.

DEPARTMENT OF THE INTERIOR.
United States Land Office.

Tucson, Arizona, August 28, 1905.

I, Milton R. Moore, Register of the Land Office, Tucson, Arizona, hereby certify that H.E. No. 5561, by John A. Smith, embracing NE 1/4 NE 1/4 Sec. 19 and NW 1/4 NW 1/4 Sec. 20, T. 4-N., R. 12-E., G. & S. R. B. & M., has this day been cancelled on the records of this office on the filing by said Smith of his relinquishment of the same.

(Sgd) MILTON R. MOORE
Register.

8-26-05

795

August 26th, 1905.

The Assistant Attorney General for the
Interior Department,

Washington, D.C.

Sir :-

I am in receipt of a letter from Louis C.Hill, Supervising Engineer, United States Geological Survey, dated Roosevelt, Arizona, August 3rd, 1905, enclosing to me abstract of title of land in the possession of Herbert Hocker and described as the S.1/2, N.E.1/4, N.E.1/4 of S.E.1/4, and the S.E.1/4 of N.W.1/4, Section 27 in Township 4 North of Range 13 East, Gila County, Arizona; also proposed form of deed to the United States.

The abstract does not disclose that the grantor has title to the property in question, but that he has an unperfected land entry thereon. I am satisfied that the conveyance is in proper form to convey to the United States such interest as the grantor has in the premises.

I enclose the above enumerated papers herewith.

Yours respectfully,

Frederick S.Nave,

United States Attorney.

Sec. 27, T. 47, R. 13E

795 Roosevelt Reservoir

795

8-24-05

Copy-TEE.

778

DEPARTMENT OF THE INTERIOR.

WASHINGTON.

August 24, 1905.

The Director of the
Geological Survey.

Sir:-

In a letter of the 18th instant to the Department the Acting Director recommended the purchase of certain described lands in Gila County, Arizona, claimed by William D. Tisher, and his two minor children, which land lies within the flood line of the proposed Salt River reservoir, and will be needed for the Salt River project under the act of June 17, 1902, - 32 Stat. 388.

He has stated that the sum of \$1,050, which will be the amount required to be paid by the United States, is a reasonable price for the land, and as no better terms are likely to be secured I hereby authorize the purchase in accordance with the recommendation, contingent on the securing of good title thereto.

Very respectfully,

THOS. RYAN,

Acting Secretary.

C O P Y .

8-24-05

Copy

Warranty Deed.

TERRITORY OF ARIZONA,

County of Gila

ss.

Know All Men by These Presents:

That That I, William D. Fisher, a widower

of the County of Gila and Territory of Arizona

for and in consideration of

Seven hundred and fifty (\$750.00) DOLLARS,

to him in hand paid by The United States of America, pursuant to the Act of June 17, 1902, (32 Stat., 338), known as the Reclamation Act, has granted, sold and conveyed, and by these presents do grant, sell and convey unto the said The United States

all that certain premises described as follows, to-wit:

The Southeast quarter (1/4) of the Northeast quarter (1/4) of Section Twenty-eight (28), and the Southwest quarter (1/4) of the Northwest quarter (1/4) of Section Twenty-seven (27), Township Five (5) North of Range Eleven (11), East, of Gila and Salt River Meridian in said County and Territory and containing 80 acres, together

with all the right, title and interest in and to all ditches, water rights and improvements used on or belonging to said land.

It is understood that one half of the above consideration of Fifteen Hundred Dollars shall form and be the consideration of Seven Hundred and Fifty Dollars mentioned in a certain deed executed by the party of the first part by virtue and authority of an order of the Probate Court of the County of Gila in said Territory.

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Sec. 27 & 28, T. 5-N, R. 11-E

			778

778 - Roosevelt Reservoir

778

8-23-05

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THIS AGREEMENT, made this 9th day of June 1905,
between John A. Smith and his wife Elizabeth B. Smith
Elizabeth B. Smith of Gila County, Arizona, for
their heirs, legal representatives, and assigns of the first part
and the United States of America, and its assigns, of the second
part, acting in this behalf by Louis C. Hill, of the United States
Geological Survey, thereunto duly authorized by the Secretary of
the Interior.

WITNESSETH:

WHEREAS, the parties of the first part claim to have entered
upon a certain tract of land hereinafter described on or about
the 16th day of February, 1901 and to have filed his appli-
cation for a homestead entry under the Public Land Law of the
United States Land Office located at Tucson, Arizona Territory,
and paid the fees as required by law, and claims to have lived
continuously upon and occupied the said premises since the above
date and cultivated and improved the same by erecting fences and
constructing ditches and other improvements but that he has not
as yet completed his entry by filing final proof as the statutory
period for filing the same has not expired.

AND WHEREAS, the United States Government, in pursuance of an
act of Congress hereinafter mentioned, desires to acquire certain
lands in said County and Territory for the purposes designated in
said act,

NOW THEREFORE, the said parties of the first part, in con-
sideration of the payment by the party of the second part of the
sum of one dollar and the premises and agreements of the party of
the second herein contained, does hereby agree, upon the terms and
conditions hereinafter stated, to sell and convey to the United
States of America, for the uses and purposes contemplated by the

Act of Congress approved June 17, 1902, (32 Stat., 388), known as the Reclamation Act, all their right, title and interest in and to the following described real estate and property above referred to and situated in the County of Gila and Territory of Arizona, to-wit:

The northeast 1/4 of northeast 1/4 of section 19, and the northwest 1/4 of northwest 1/4 of section 20, Township 4, North of Range 12 East, G. & S.R. Meridian, Gila County, Arizona Territory, together with all ditches, water rights and improvements belonging thereto.

And the parties of the first part further agree upon the demand of the party of the second part and upon the payment of the purchase price as hereinafter stipulated, to execute and deliver, at any time within the continuance of this agreement, a good and sufficient deed of quit-claim which shall convey all their right, title, interest, claim and demand in and to the said described premises and the ditches, water rights and improvements belonging thereto to the United States of America.

In consideration whereof the said party of the second part agrees that the United States will purchase the said properties and interests upon the terms herein expressed, and that, upon the execution and delivery of the deed in accordance with this agreement, it will cause to be paid to said first parties as the full purchase price of said properties and interests, and in full payment for any damage arising from the use of the same for the purpose aforesaid, the sum of Six Hundred (\$600) Dollars, in cash or by disbursing officer's check.

It is further mutually agreed that liens or encumbrances existing against said premises may, at the option of the second party, be removed at the time of the conveyance by reserving the amounts necessary from the purchase price and discharging the same with the moneys 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.

This agreement shall not bind the United States in any manner until it shall be approved by the Secretary of the Interior, whose approval or disapproval will be signified with-

8-23-05

in two months from the date hereof, and the same shall terminate by limitation at the expiration of two months from said date.

The provisions of this agreement shall be binding upon and shall inure to the heirs, executors, administrators and assigns of the parties of the first part and the assigns and successors of the United States.

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands the day and year first above written.

Witnesses:

_____	_____
_____	Party of the first part.
_____	_____
_____	For and on behalf of the United States, party of second part.

Approved this 5th day of August 1905.

Acting Secretary of the Interior

TERRITORY OF ARIZONA)
COUNTY OF GILA) ss.

I, _____, a Notary Public in and for said county, in the territory aforesaid, do hereby certify that John A. Smith 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.

I further certify that I did examine the said Elizabeth B. Smith separate and apart from her husband, and explained to her the contents of the foregoing instrument, and upon that examination she declared 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

23rd day of August, 1905.

Notary Public.

6-23-05

786

Quit-Claim Deed.

This Indenture, Made the day of
 in the year of our Lord One Thousand Nine Hundred and five between
 John A. Smith and Elizabeth B. Smith, his wife,
 -----of Gila County, Arizona Territory,-----
 the parties of the first part, and The United States of America, pursuant to the
 the Act of June, 17, 1902, (32 Stat., 533), known as the Reclama-
 tion Act,-----
 ----- the party of the second part,

Witnesseth: That the said party of the first part, for and in consideration of the sum
 of -----Six Hundred (\$600)----- DOLLARS,
 -----of the United States of America, to them in hand
 paid by the said party of the second part, the receipt whereof is hereby confessed and acknowl-
 edged, have remised, released and quit-claimed, and by these presents do convey, remise,
 release and quit-claim unto the said party of the second part, and to its successors
 assigns forever, all the right, title, interest, claim and demand which the said party of the first
 part has in and to the following described real estate and property situated in the County of
 Gila, and Territory of Arizona, to-wit :

The Northeast quarter of the Northeast quarter of Section (19)
 Nineteen, and the Northwest quarter of the Northwest quarter of Sec-
 tion (20) Twenty, Township Four (4), North of Range 12 East, Gila
 and Salt River Meridian, Gila County, Arizona Territory. Together
 with all the right, title, and interest in and to all ditches, water
 rights and improvements ^{used upon or} belonging to said land.

Sec. 19+20, T. 4 N, R. 12 E

			1817 1720 786

786 - Roosevelt Reservoir

19 20
30 29

786

Warranty Deed.

TERRITORY OF ARIZONA,
County of Gila } ss.

Know All Men by These Presents:

That We, Charles C. Griffin and Laura B. Griffin his wife,

of the County of Gila, Arizona Territory,

for and in consideration of
Six Thousand (\$6,000) DOLLARS,

to us in hand paid by The United States of America, pursuant to the
Act of June 17, 1902, (32 Stat., 388), known as the Reclamation Act,
have granted, sold and conveyed, and by these presents do grant, sell and convey unto the
said The United States,

all that certain premises described as follows, to-wit:

Southwest quarter of the Northeast quarter, the North half of
the Southeast quarter and the Southeast quarter of the Southeast
quarter of Section Twenty-six in Township Four, North of Range
Thirteen East of Gila and Salt River Meridian in Arizona Territory;

The Northeast quarter of the Northwest quarter of Section
Twenty-six, Township Four North of Range Thirteen East of Gila
and Salt River Meridian in Arizona Territory. Together with all
the right, title and interest in and to all ditches, water rights
and improvements appertaining and belonging to said lands and more
especially the ditch known as the Hazard Ditch and the water right
thereby appropriated.

8-19-05

TERRITORY OF ARIZONA,
County of..... } ss.

Before me, a Notary Public
in and for the County of..... Territory of Arizona, on this day personally appeared
.....
known to me to be the person..... whose name..... subscribed to the foregoing instrument, and acknowledged to me
that..... executed the same for the purpose..... and consideration therein expressed.

Given under my hand and seal of office, this..... day
of..... A. D. 190..

.....
Notary Public.

(My Commission expires.....)

TERRITORY OF ARIZONA
COUNTY OF GILA | ss

Before me, a Notary Public
in and for the County of Gila, Territory of Arizona, on this day
personally appeared Laura B. Griffin wife of said Charles G. Griffin
known to me to be the person whose name is subscribed to the fore-
going instrument, and who acknowledged and confessed on an examina-
tion separate and apart from her husband that she executed the same
voluntarily for the purpose and consideration therein expressed as
her free act and deed and that she does not wish to retract it.

Given under my hand and seal of office this 20
day of..... A.D. 1905

.....
Notary Public.

My Commission expires.....

TERRITORY OF ARIZONA, } ss
County of.....

I,....., County Recorder in and for the County and Territory aforesaid, do hereby certify that the within instrument was filed for record at.....o'clock,..... M., on this.....day of.....190..., and duly recorded in Book No..... of.....Records of.....County, Arizona, at pages.....

WITNESS my hand and official seal the day and year first above written.

.....
County Recorder.

Copy

No.

Warranty Deed.

LONG FORM.

FROM

Charles C. Griffin

James A. Griffin

TO

United States

Dated 190.....

Filed and recorded at request of

..... 190.....

at M.

Book

Pages

.....
County Recorder.

By
Deputy Recorder.

The H. H. McNeil Co., Printers, Phoenix, Arizona.

8-17-05

DEPARTMENT OF THE INTERIOR
UNITED STATES GEOLOGICAL SURVEY
Reclamation Service

COPY.

Washington D.C., August 17, 1905.

Mr. Louis C. Hill,
U. S. Geol. Survey,
Phoenix, Arizona.

Dear Sir:

Enclosed I hand you abstract of title and proposed form of deed in the matter of purchase of lands from John A. Smith and wife. I also enclose letter from the Secretary, dated August 14, with its enclosure, copy of opinion of the Assistant Attorney General relative to the sufficiency of the papers.

Please note that the wording of the deed relative to conveyance of rights should be changed.

After the deed has been executed and recorded it should be sent to the local land office and the certificate of the Register and Receiver obtained showing that the entry has been relinquished and canceled on the books of that office.

The deed and certificate, with the enclosed papers, should be filed with the vouchers of the disbursing officer making the payment.

Very truly yours,

A. P. DAVIS

Acting Chief Engineer.

8-14-05

DEPARTMENT OF THE INTERIOR
WASHINGTON

August 14, 1905.

The Director of the
Geological Survey.

Sir:

In a letter of the 21st ultimo to the Department, the United States Attorney for the Territory of Arizona enclosed an abstract of title and a proposed form of deed to the United States by John A. Smith and wife, to convey to the United States certain described lands in Gila County, Arizona, which it is proposed to acquire under the Act of June 17, 1902--32 Stat. 338.

The papers were referred to the Assistant Attorney General for an opinion as to the sufficiency thereof to warrant the purchase of the property by the United States.

An opinion was rendered by that officer on the 9th instant, which I have approved, and I enclose a copy of it for your information.

I also enclose the papers submitted by the United States Attorney, and direct that you take action with reference thereto in accordance with the opinion, to the end that title to the property may be ultimately acquired by the United States.

Very respectfully,

(Sgd) EROS. RYAN

Acting Secretary.

Quit-Claim Deed.

This Indenture, Made the nineteenth day of July
 in the year of our Lord One Thousand Nine Hundred and five between
JOHN W. NELSON, of near Roosevelt, Gila County, Arizona, a single
 man -

the part Y of the first part, and THE UNITED STATES OF AMERICA, pursuant to
 the Act of June 17, 1902, (32 Stat., 588), known as the Reclamation
 Act, -----
 -----the part Y of the second part,

Witnesseth: That the said part Y of the first part, for and in consideration of the sum
 of Six Hundred (600.) ----- DOLLARS,

-----of the United States of America, to him in hand
 paid by the said part Y of the second part, the receipt whereof is hereby confessed and acknowl-
 edged, ha^s remised, released and quit-claimed, and by these presents do^{es} convey, remise,
 release and quit-claim unto the said part Y of the second part, and to its ^{successors} ~~heirs~~ and
 assigns forever, all the right, title, interest, claim and demand which the said part Y of the first
 part has in and to the following described real estate and property situated in the County of
Gila, and Territory of Arizona, to-wit: The west one-half
(1/2) of the northwest one-quarter (1/4) of section twenty-eight
(28) in township four (4) north of range thirteen (13) east, con-
taining eighty (80) acres, Gila and Salt River Meridian, situated
in the County of Gila, Territory of Arizona; and also all my right
title and interest in any ditches, water rights, and improvements
belonging in and to said land, and more particularly that ditch
known as the May Flower ditch, and the water right thereby appro-
priated.

To Have and to Hold the same, together with all and singular, the appurtenances and privileges thereunto belonging, or in anywise appertaining, and all the estate, right, title, interest and claim whatsoever, of the said part Y of the first part, either in law or equity, in possession or expectancy, to the only proper use, benefit and behoof of the said part Y of the second part, its successors ~~heirs~~ and assigns forever.

In Witness Whereof, the said part Y of the first part ha S^y hereunto set his hand and seal the day and year first above written.

Signed and delivered in the presence of
Andon M. Bussant
Charles S. Wittick

John W. Wilson [SEAL]
[SEAL]
[SEAL]
[SEAL]

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RECEIVED
 COUNTY CLERK
 COUNTY OF...
 DEPT. OF...
 ...

No.

Quit = Claim Deed.

FROM

JOHN W. NELSON

TO

THE U.S. OF AMERICA.

Dated 190.....

Filed and recorded at request of

A. D. 190.....

at M.

Book

Pages

County Recorder.

By Deputy Recorder.

362-7

TERRITORY OF ARIZONA,
County of Gila } ss.


Before me, J. L. Evans, a Notary Public
in and for the County of Gila, Territory of Arizona, on this day personally appeared
John W. Nelson
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 purpose and consideration therein expressed.

Given under my hand and seal of office, this 19th day
of July, A. D. 1903
J. L. Evans
Notary Public.

(My Commission expires 1/21/09)

SALT RIVER VALLEY WATER USERS' ASSOCIATION

Sec. 28, T. 4N, R. 13E

797 Roosevelt Reservoir

797

7-11-05

4-137.

495

RECEIVER'S RECEIPT, No. 3505

APPLICATION, No. 3505

HOMESTEAD.

Receiver's Office, Tucson, Arizona

Dec. 19, 1900

Received of Herbert Hocker the sum
of Sixteen (\$16.00) dollars _____ cents;

being the amount of fee and compensation of Register and Receiver for the
entry of S 1/4 NE 4, NE 4 SE 4, and SE 4 N 44

_____ of Section 27 in
Township 4 N. of Range 13 E., under

Section No. 2290, Revised Statutes of the United States.

I hereby certify that the foregoing
is a correct copy of the Survey of DeLong
Receiver's original Receipt

\$16

NOTE.—It is required of the homestead settler that he shall reside upon and cultivate the land embraced in his homestead entry for a period of five years from the time of filing the affidavit, being also the date of entry. An abandonment of the land for more than six months works a forfeiture of the claim. Further, within two years from the expiration of the said five years he must file proof of his actual settlement and cultivation, failing to do which, his entry will be canceled. If the settler does not wish to remain five years on his tract, he can, at any time after fourteen months, pay for it with cash or land warrants, upon making proof of settlement and of residence and cultivation from date of filing affidavit to the time of payment.

See note in red ink, which Registers and Receivers will read and EXPLAIN THOROUGHLY to person making application for lands where the affidavit is made before either of them.

Further land embraced in a homestead or other entry not contemplated may be cleared in order to cultivate the land and improve the premises, but for no other purpose. If after clearing the land for cultivation, there remains more timber than is required for improvement, there is no objection to the sale and removal for any other purpose if it will subject the land to being cleared of its timber for legitimate purposes is a question of fact which is liable to be raised at any time. If the timber is cut and removed for any other purpose it will subject the entry to cancellation, and the person who cut it will be liable to civil suit for recovery of the value of said timber, and also to criminal prosecution under Section 2681 of the Revised Statutes.

Copy

Information on this page is subject to change without notice. For more information, contact the County Clerk's Office at (907) 485-3000.

THOMAS G. ANTONI, JR.
County of Gila, AZ

I, T. D. FISK, County Recorder
in and for said Gila County, do
hereby certify that the within in-
strument of writing was filed as
the request of

Joseph & Nell
on the 11th day of July

A. D. 1905 at Phoenix 9
o'clock A. M., and duly recorded as

Page 134, Book 2, Records
Marlborough

Gila County, Arizona Territory.
W. D. Seal
County Recorder.

Quit-Claim Deed.

This Indenture, Made the _____ day of _____
 in the year of our Lord One Thousand Nine Hundred and _____ between
 Herbert Hoeker, of Livingston, Gila County, Arizona Territory,
 a single man, _____
 the part^y of the first part, and The United States of America, pursuant to
 the Act of June 17, 1902, (32 Stat., 388), known as the Reclamation
 Act, _____

_____ the part^y of the second part.
 Witnesseth: That the said part^y of the first part, for and in consideration of the sum
 of Thirteen Hundred (\$1,300) _____ DOLLARS

_____ of the United States of America, to ^{him} _____ in hand
 paid by the said part^y of the second part, the receipt whereof is hereby confessed and acknowl-
 edged, ha^s remised, released and quit-claimed, and by these presents do^{es} convey, remise,
 release and quit-claim unto the said part^y of the second part, and to ^{its} ~~heirs~~ ^{SUCCESSORS} ~~heirs~~ and
 assigns forever, all the right, title, interest, claim and demand which the said part^y of the first
 part has in and to the following described real estate and property situated in the County of
 Gila _____, and Territory of Arizona, to-wit: South one-half (1/2)
 of the Northeast quarter (1/4); the Northeast quarter (1/4) of the
 Southeast quarter (1/4); and the Southeast quarter (1/4) of the
 Northwest quarter (1/4) of Section Twenty-seven (27) in Township
 Four (4) North, of Range Thirteen (13) East, Gila and Salt River
 Meridian, Situated in Gila County, Arizona Territory; also all
 the right, title and interest in any ditches, water rights, and
 improvements used on or belonging to said land.

To Have and to Hold the same, together with all and singular, the appurtenances and privileges thereunto belonging, or in anywise appertaining, and all the estate, right, title, interest and claim whatsoever, of the said part.V...of the first part, either in law or equity, in possession or expectancy, to the only proper use, benefit and behoof of the said part.V...of the second part, its successors ~~and~~ and assigns forever.

In Witness Whereof, the said part.V...of the first part has hereunto set his hand.... and seal.... the day and year first above written.

Signed and delivered in the presence of

..... [SEAL]
..... [SEAL]
..... [SEAL]
..... [SEAL]

6-26-05

795

THIS AGREEMENT, made this 26th day of June 1905,
between Herbert Hooker ~~and his wife~~ a single man
of Gila County, Arizona Territory, for his heirs, legal repre-
sentatives, and assigns of the first part, and the United
States of America, and its assigns, of the second part,
acting in this behalf by Louis C. Hill, of the United States
Geological Survey, hereunto duly authorized by the Secretary
of the Interior.

WITNESSETH:

WHEREAS, the party of the first part claims to have
entered upon a certain tract of land hereinafter described
on or about the 19th day of December 1900, and to have
filed his application for a homestead entry under the Public
Land Laws at the United States Land Office located at Tucson,
Arizona Territory, and paid the fees as required by law, and
claims to have lived continuously upon and occupied the said
premises since the above date and cultivated and improved the
same by erecting fences and constructing ditches and other
improvements, but he has not as yet completed his entry
by filing final proof as the statutory ^{period} for filing the same
has not expired.

AND WHEREAS, The United States Government, in pursuance
of an act of Congress hereinafter mentioned, desires to ac-
quire certain lands in said County and Territory for the
purposes designated in said act,

NOW THEREFORE, the said party of the first part, in con-
sideration of the payment by the party of the second part of
the sum of one dollar and of the premises and agreements of
the party of the second part herein contained, do he hereby

agree, upon the terms and conditions hereinafter stated, to sell and convey to the United States of America, for the uses and purposes contemplated by the Act of Congress approved June 17, 1902, (Stat., 32, 388), known as the Reclamation Act, all the right, title and interest in and to the following described real estate and property above referred to and situated in the County of Gila and Territory of Arizona, to-wit:

The South 1/2 of Northeast 1/4, and the Northeast 1/4 of Southeast 1/4, and the Southeast 1/4 of Northwest 1/4 of section 27, Township 4, North of Range, 13 East, Gila and Salt River Meridian, containing 160 acres, together with all the right, title and interest in and to all ditches, water rights and improvements appertaining thereto.

And the party of the first part further agrees upon the demand of the party of the second part and upon the payment of the purchase price as hereinafter stipulated, to execute and deliver, at any time within the continuance of this agreement a good and sufficient deed of quitclaim which shall convey all the right, title, interest, claim and demand in and to the said described premises and the ditches, water rights and improvements belonging thereto to the said United States of America.

In consideration whereof the said party of the second part agrees that the United States will purchase the said properties and interests upon the terms herein expressed, and that, upon the execution and delivery of the deed in accordance with this agreement, it will cause to be paid to said first party as the full purchase price of said properties and interests, and in full payment for all damage arising from the use of the same for the purposes aforesaid, the sum of thirteen (\$1300) dollars in cash or disbursing officer's check.

It is further mutually agreed that liens or incumbrances existing against said premises may, at the option of the second party, be removed at the time of the conveyance by reserving the amounts necessary from the purchase price and discharging the same with the moneys 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.

6-26-05

This Agreement shall not bind the United States in any manner until it shall be approved by the Secretary of the Interior, whose approval or disapproval will be signified within two months from the date hereof, and the same shall terminate at the expiration of two months from said date.

The provisions of this agreement shall be binding and shall inure to the heirs, executors, administrators and assigns of the party of the first part and the assigns and successors of the United States.

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands the day and year first above written.

Witnesses:

Chas S. Wittich
F. M. Cooper
Murray D. Hine
Chas S. Wittich

Herbert Hoekes
Part 4 of the first part.

Louis O'Neil
For and on behalf of the United States, party of the second part. a.m.

J.S.H. Approved this 2 day of August, 1905.
J. Hoelgan
acting Secretary of the Interior.

TERRITORY OF ARIZONA)
COUNTY OF GILA) ss.

I, F. M. Cooper, a Notary Public in and for said county, in the Territory aforesaid, do hereby certify that Herbert Hoekes 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.

I further certify that I did examine the said Herbert Hoekes separate and apart from his husband and explained to him the contents of the foregoing instrument, and upon that examination he declared that he did voluntarily sign, seal and acknowledge the same without any coercion or compulsion, and do not wish to retract the same.

Given under my hand and official seal, this 26th day of June, 1905.

F. M. Cooper
Notary Public

My Com Expires Jan. 20, 1909

RECEIVED
1905
L. & R. BROWN

Robert Steele

BY

Robert Steele

6-12-05

954

Copy

Warranty Deed.

TERRITORY OF ARIZONA,
County of Gila } ss.

Know All Men by These Presents:

That I, Harry Zschoegner, by Chas. T. Martin, my attorney in fact,
and Ada May Zschoegner, wife of said Harry Zschoegner, all of
Globe, Gila County, Arizona.

for and in consideration of
Two thousand five hundred (\$2,500.00) DOLLARS,
to us in hand paid by The United States of America, pursuant to the
Act of June 17, 1902, (32 Stat. 388), known as the Reclamation Act,
have granted, sold and conveyed, and by these presents do grant, sell and convey unto the
said United States.

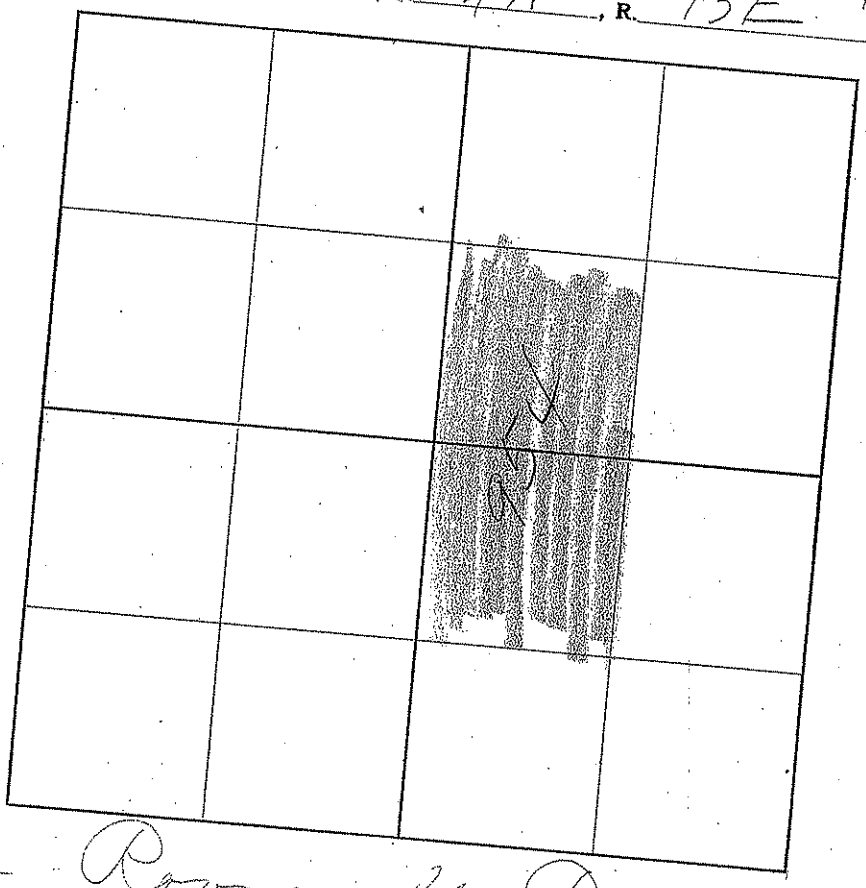
all that certain premises described as follows, to-wit:

The southwest quarter of the northeast quarter, and the north-west
quarter of the southeast quarter of section thirty-five (35) in
Township four (4) north of range thirteen (13) East, Gila and
Salt river Meridian, in Gila County, Arizona Territory, and
containing eighty (80) acres.

Also all our right, title, and interest, in and to the ditch
known as the Kenton Ditch, leading to and upon said land, together
with the water right thereby appropriated.

SALT RIVER VALLEY WATER USERS' ASSOCIATION

Sec. 35, T. 4N, R. 13E



954. Roosevelt Reservoir

6-29-05

TERRITORY OF ARIZONA }
COUNTY OF GILA } ss.

Before me,
a Notary Public in and for Gila County, Territory of Arizona,
on this day personally appeared
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.
My commission expires

Given under my hand and seal
of office this _____ day of _____
1905.

Notary Public.

DEPT OF THE INTERIOR
 RECEIVED
 MAY 8 1905
 L. S. BRIDIN

Transcript of Sale

RECORDS OF ARIZONA,
 COUNTY OF GUA.

I, Wm. S. Field, County Recorder
 do hereby certify that the within in-
 struments of writing was filed at
 the office of

of the 29 day of May

A.D. 1905 at 5 minutes past 10

o'clock P.M., and duly recorded at

Page 429, Book 2, Records

Miscellaneous
 Gila County, Arizona Territory.

Wm. S. Field
 County Recorder.

59-05

THIS AGREEMENT, made this 11th day of April, nineteen hundred and five, between CHARLES T. MARTIN and Sarah S. Martin, his wife, of Globe, Gila County, Arizona, for themselves, their heirs, legal representatives, and assigns, of the first part, and Louis C. Hill, Engineer, United States Geological Survey, being thereunto duly authorized by the Secretary of the Interior, for and on behalf of the United States of America, its successors and assigns, of the second part, ---

WITNESSETH

That the said first party, in consideration of the premises and of the agreements of the second party herein contained, do hereby agree, upon the terms and conditions hereinafter stated, to sell, and by good and sufficient deed to convey, to the United States of America, in pursuance of the Act of Congress approved June 17, 1902, (32 Stat. 388), known as the Reclamation Act, all the following described real estate and property situated in the County of Gila, Territory of Arizona, to-wit:

The SE-1/4 of the SE-1/4 of Section 1 in Township 4 N. of Range 11 East, and the SW-1/4 of the SW-1/4 of Section 6, and the N-1/2 of the NW-1/4 of Section 7, in Township 4 N. of Range 12 East of the Gila and Salt River Meridian in Gila County, Arizona Territory, containing one hundred and fifty-two acres and sixteen hundredths of an acre, according to the official plat of the survey of said land. Also all the right title and interests in and to any water rights, ditches and improvements appertaining and attached to said land.

And the said first party do further agree to procure and have recorded, where proper for record, all such further assurances of title and affidavits as may be necessary or proper to show clear title in themselves, in time for abstracting and examination by Government officials in Washington, D. C.; and, upon payment of the purchase price as hereinafter stipulated, to execute and deliver, at any time within the continuance of this agreement, a good and sufficient deed of warranty conveying to the United States a good title to said premises free of incumbrance.

In consideration whereof, the second party agrees that the United States will purchase said property upon the terms herein expressed, and that, upon compliance by the first party with the terms of this agreement, will cause to be paid to them as the full purchase price of said property, and in full payment for all damages arising from the use of the same, the sum of Five Hundred (\$500.00) Dollars, in cash or by disbursing officer's check.

It is further mutually agreed that the first party may retain possession of said premises until _____ and may harvest and retain the crops thereon until said date, notwithstanding the sooner delivery of the deed herein provided for; provided that the proper officers and agents of the United States may have free access to said premises for the purpose of surveying for and constructing reclamation works pursuant to said Act of Congress.

This agreement shall not become effective until approved by the Secretary of the Interior, whose action thereon will be taken within thirty days from the date hereof, and said agreement shall terminate by limitation at the expiration of four months from such date; provided that the time of this agreement may, at the option of the second party, be extended for a time equal to the delay caused by perfecting title in the first part, as above agreed.

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands on this the day and year first above written.

WITNESSES:

C. S. Watters

George A. Smalley

Chas. J. Martin

Garah J. Martin

Louis C. Hill

For and on behalf of
the United States.

Approved this 9th day of May, 1905 A.M.

E. M. Wick
Secretary of the Interior.

TERRITORY OF ARIZONA

COUNTY OF GILA

S.E.

Before me, W. D. Wick
a Notary Public in and for Gila County, Territory of Arizona,
on this day personally appeared, Chas. J. Martin
and Garah J. Martin, his
wife, known to me to be the persons whose names are subscribed
to the foregoing instrument, and acknowledged to me that they
executed the same for the purposes and consideration therein
expressed.

My commission expires June 4, 1906
Given under my hand and seal
of office this 9th day of May, 1905.

W. D. Wick
Notary Public.

4-10-05

960

OTR-WHR.

U. S. RECLAMATION SERVICE
 DEPARTMENT OF THE INTERIOR OFFICE SUPERVISING ENGINEER.
 UNITED STATES GEOLOGICAL SURVEY Roosevelt, Arizona.
 RECLAMATION SERVICE RECEIVED APR 18 1905

Livingstone, Arizona.

April 10th., 1905.

Mr. Louis C. Hill,
 Supervising Engineer, U. S. Reclamation Service,
 Roosevelt, Arizona.

Dear Sir;-

In response to directions by telephone from your office, I have to report as follows in regard to right of way etc., for Power Canal across land belonging to J. W. Lee;-

Survey of line across Mr. Lee's land was commenced in September 1903. He made no objection to the survey except to find fault with the axemen for throwing brush into his ditch. Between that time and the arrival of the contractors in April 1904, several attempts were made to come to an understanding with Mr. Lee in regard to right of way across his land but without avail. Mr. E. H. Peery, Law Clerk, who was then working on land matters in the valley requested me to go with him to Mr. Lee's house and discuss the matter. We tried to induce Mr. Lee to consent to our crossing the land and have the damage assessed when the work was done, and at one time had an agreement to this effect signed by him and his wife. After coming back to the office we discovered that Mr. Lee's son William R. E. Lee, was a joint owner of the land. The next day we went back with the paper to be signed by the son. After explaining the same to Mr. Lee, we gave him the paper for examination. As soon as he had the same in his hand,

DEPARTMENT OF THE INTERIOR
UNITED STATES GEOLOGICAL SURVEY
RECLAMATION SERVICE

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he seized pen and ink and scratched out the signatures and tragically declared, " that the only condition under which we could cross the land, was by paying cash damages before commencing work. I am not sure as to the amount of damages wanted, but believe it was \$1200.00 .

(Several times before and after, he stated that we could build the canal across the land if we would put up a bond for \$2000.00 to cover damages, but I do not remember that he did so at this time.)

Seeing that it was useless to discuss right of way, we took up the question of purchase of land, and asked Mr. Lee what he would take for his place. I am unable to find any of the notes that I took in this discussion; as Mr. Peery was conducting the matter, and made his notations from my notes , I did not take special care to preserve them. As near as I can remember, Mr. Lee said that he would take \$6000.00 for the place, including machinery and about 40 tons of hay, and agreed that if he sold the hay (which has been done), he would deduct the amount obtained for it. This is about \$800.00. I have an impression, that Mr. Lee stated his price had been \$6000.00 but he had decided his lowest figure was \$5000.00; of this I am not positive.

When the contractors arrived and were ready to commence work, Mr. Crowley and I had a talk with Mr. Lee and again tried to get his permission to cross the land,

4-10-05

L. C. H. -3-

DEPARTMENT OF THE INTERIOR
UNITED STATES GEOLOGICAL SURVEY
RECLAMATION SERVICE

980

and assess the damages when the work was done. He refused to allow this to be done. Shortly after this, suit to condemn right of way was filed by the Salt River Valley Water Users Association. When court commenced the attorneys for the two parties fixed up an agreement that the government acting for the Water Users Association, should be allowed to construct the canal across the land of the defendant and the damages should be assessed when the work was done; the plaintiff to execute a bond for \$2000.00 to cover damages. This agreement was made an order of the court on June 10th., 1904. A certified copy of the same is herewith transmitted. There is also enclosed a blue print showing the relation of the Canal to Mr. Lee's land.

The main part of the excavation has been completed across the land but no finishing has been done.

Very respectfully,

A. J. Reedy
Assistant Engineer.

Within the next day or two I will see Mr. Lee and see what he will now take for his place, and will report at once.

O. J. R.

4/11/05

Lands -

3-18-05

Boyd

W-MH

792

Roosevelt, Arizona.

March 18, 1905.

Honorable J. H. Kibbey,
Governor of Arizona Territory,
Phoenix, Arizona.

Dear Sir:-

I take the liberty of calling your attention to a matter that was placed in your hands for an opinion on the subject of, whether the Water Users Association could bring condemnation proceedings in order to obtain title for the Government to a parcel of land in this county that will be flooded by the waters of the Salt River Reservoir.

The material facts can be briefly stated as follows; The land in question was patented on November 11, 1891 to Robert H. Schell and after passing through several hands was conveyed by Lucy Boyd for the consideration of "love and affection" to her minor son, Elmer Boyd, who is still a minor and resides in California. According to the abstract, there is a tax sale, Territory, and a mortgage given by Schell on May 23, 1898, which has not been cancelled of record. However, as this was made prior to date of final entry of Schell, the Assistant Attorney General is of the opinion that no lien attaches.

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HoH. J.H.K.- 2

The papers in this case were, in the first instance, sent to Washington with a recommendation that condemnation proceedings be commenced, in view of the fact that title seemed to ~~invest~~ invest in Elmer Boyd, who is a minor and a resident of California. They were returned with the request that you be consulted as above. Since that time I have received several inquiries from parties interested, as to the status of the case and consequently would be pleased to receive from you any information on the subject which you can give me.

Very respectfully,

Louis C. Hill.
Supervising Engineer.

1-26-05

Agreement to Sell

Form 9-276.

SALE OF WATER RIGHT

THIS AGREEMENT, made this Second day of October ~~December~~ nineteen hundred and five, between Josephine C. Nelson, formerly ~~and Josephine Wilson, widow of Geo. W. Wilson~~ County of Maricopa, Arizona, for her heirs, legal representatives, and assigns, of the first part, and THE UNITED STATES OF AMERICA and its assigns of the second part, acting in this

behalf by Louis C. Hill of the United States Geological Survey, thereunto duly authorized by the Secretary of the Interior,

WITNESSETH, That the party of the first part, in consideration of the premises and of the agreements of the party of the second part, herein contained, does hereby agree, upon the terms and conditions hereinafter stated, to sell and by good and sufficient deed to convey to the United States of America, for the uses and purposes contemplated by the act of Congress approved June 17, 1902 (32 Stat., 388), known as the Reclamation Act, the following described real estate and property situated

in the county of Gila Territory of Arizona, to wit:

~~An undivided 1/4 interest in and to the South half (1/2) of the Northeast quarter (1/4) and the North half (1/2) of the Southeast quarter (1/4) of Section 22 in Township 4 North of Range 12 East of Gila and Salt River Meridian Arizona Territory; Also~~

~~all right title and interest in and to the Gordon Water Ditch on said lands and the water thereby appropriated by said premises.~~ And the party of the first part further agrees to procure and have recorded, where proper for record, all further assurances of title and affidavits as may be necessary and proper to show clear title unincumbered in said party of the first part to said premises, in time for abstracting and for due examination by the proper officials in Washington, D. C.; and upon demand of the party of the second part, and upon payment of the purchase price as hereinafter stipulated, to execute and deliver, at any time within the continuance of this agreement, a good and sufficient deed of warranty which shall convey a good title to said premises, free of lien or incumbrance, to the said United States for the uses and purposes contemplated by said act of Congress.

In consideration whereof the said party of the second part agrees that the United States will purchase said property upon the terms herein expressed, and that, upon the execution and delivery of a deed in accordance with this agreement, it will cause to be paid to said party of the first part as the full purchase price of said property, and in full payment for all damage arising from the use of the

same for the purposes aforesaid, the sum of Six Hundred (\$600) dollars, in cash or by disbursing officer's check.

It is further mutually agreed that liens or incumbrances existing against said premises may, at the option of the party of the second part, be removed at the time of conveyance by reserving the amounts necessary from the purchase price and discharging the same with the moneys so reserved; but this provision shall not be construed to authorize the incurrence of any lien or incumbrance against this agreement, nor as an assumption of the same by the United States.

It is further mutually agreed that the party of the first part may retain possession of said premises until _____, notwithstanding the earlier delivery of the deed as herein provided, and may harvest and retain the crops thereon until _____; provided that the proper officers and agents of the United States may at all times have free access to

said premises for the purpose of surveying for and constructing reclamation works pursuant to said act of Congress, _____

This agreement shall not operate to bind the United States to purchase said premises until it shall be approved by the Secretary of the Interior, whose approval or disapproval will be signified within two months from the date hereof, and the same shall terminate by limitation at the expiration of three months from said date; provided that the time of this agreement may at the option of the party of the second part be extended for a time equal to any delay caused by perfecting title in the party of the first part.

The provisions of this agreement shall be binding upon and shall inure to the heirs, executors, administrators, and assigns of the party of the first part, and the assigns and successors of the United States.

IN WITNESS WHEREOF the parties to this agreement have hereunto set their hands in duplicate the day and year first above written.

Witnesses

Wm Billie
of Reno Cal

Daisy Morris
of Ventura, Cal.

A. B. Taggart
of Roosevelt Ariz.
C. S. Wetlock
of Roosevelt Ariz.

x Josephine C. Nelson
Formerly Josephine Wilson
Party of the first part.

Louis Keice
For and on behalf of the United States,
Party of the second part.

Approved this 29th day of December, 1905

Secretary of the Interior.

1-26-05

788

State of California

~~SOVEREIGN OF Arizona Territory~~

COUNTY OF Ventura } ss.

I, M. J. Rogers, a Notary Public

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

Josephine C. Nelson

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 she signed, sealed, and delivered said instrument of writing as her free and voluntary act, for the uses and purposes therein set forth.

I further certify, That I did examine the said Josephine C. Nelson

separate and apart from her husband, and explained to her the contents of the foregoing instrument, and upon that examination she declared that she did voluntarily sign, seal, and acknowledge the same without any coercion or compulsion, and ~~do~~ not wish to retract the same.

Given under my hand and official seal, this 25 day of December, 1905

[SEAL]

M. J. Rogers

Notary Public in and for said County of Ventura, State of California

My Commission expires February, 1906.

DEPT. OF THE INTERIOR
RECEIVED
DEC 15 1892
L. & R. DIV.

Arthur H. H. S. S. S.

Josephine C. Parker

572

United States

TERMINAL OF ALBION,
County of Oka,

County Records
in each of said County, to
County Clerk, at the within in
County of Oka, was filed at

Amelia E. Hill
of the County of Oka,
A. D. 1892

Defendant, hereby recorded at
Page 1003, Records
Amelia E. Hill

City County, Arizona Territory.
W. S. Park

County Records
W. S. Park
Completed

1-6-05

96

3

TERRITORY OF Arizona)
COUNTY OF Gila) ss:

I, George J. Stoneman, a notary public
in and for said county, in the Territory aforesaid, do hereby certify
that J.W. Lee, William R E. Lee and Nancy E Lee, wife of J.W. Lee

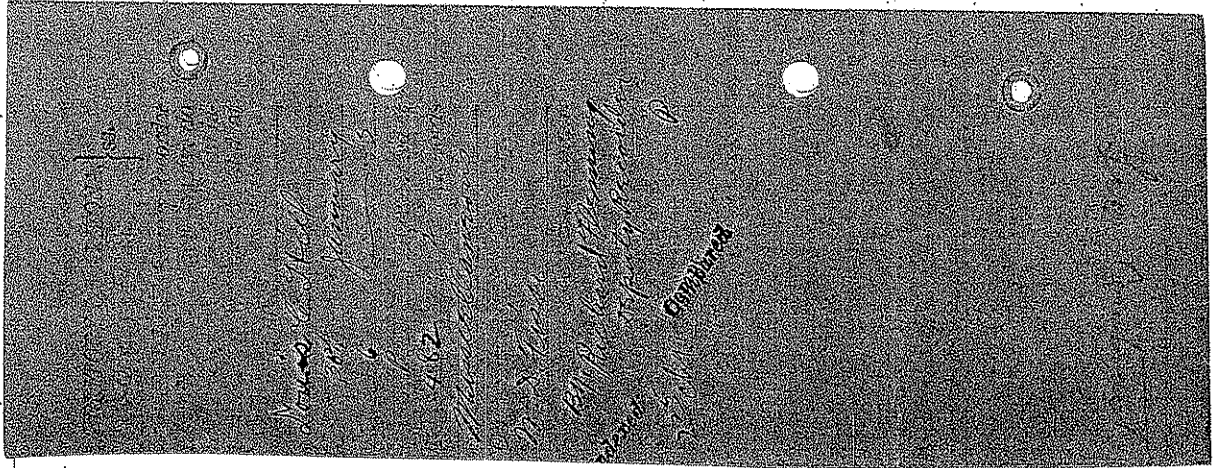
who are personally known to me to be the persons whose name are
subscribed to the foregoing instrument, appeared before me this day
in person and acknowledged that they signed, sealed, and
delivered said instrument of writing as their free and volun-
tary act, for the uses and purposes therein set forth.

I further certify that I did examine the said Nancy E Lee
wife of the said J.W. Lee
separate and apart from her husband -, and explained to
her the contents of the foregoing instrument, and upon that
examination she declared 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 nineteenth
day of December, 1905.

George J. Stoneman

(Seal) My commission expires
July 29, 1907



UNITED STATES DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION

Washington, D. C. 20535
Date: _____
To: _____
From: _____
Subject: _____

Reference is made to _____

Very truly yours,

Special Agent in Charge

(107)
FBI

TROY-MANHATTAN COPPER COMPANY,
TROY, PINAL COUNTY,
ARIZONA.

9-5-04

EASTERN OFFICE,
POSTAL TELEGRAPH BUILDING,
NEW YORK.

788

REC'D SEP 7 - 1904

September 5 1904.

Mr. Louis C. Hill, Supervising Engineer,
Livingstone, Arizona.

Dear Sir:-

Replying to your favor of August 30, relative to purchase price of my interests in property you name; I would note that my price is Thirty-five (\$35.00) Dollars per acre.

Yours truly,

Jacob S. Drey

*This is for Gordon Ramul
1/4 interest 40 acres @ 35
\$1,400
Tell him 2 cents to sell
for 1/4 int for \$500. and that
any other acres are under
name as Z gets him*

SALT RIVER VALLEY WATER USERS' ASSOCIATION

Sec. 22, T. 4N, R. 12E

		[Redacted]	
		[Redacted]	
		[Redacted]	

787 - Roosevelt Reservoir
Incomplete paper

788

9-25-04

957

THIS AGREEMENT made this thirtieth day of June,
 nineteen hundred and four, between John C. Wehrli - - - - -
 and Helena M. Wehrli - - - - -, his wife, of near Livingstone,
Gila - - - - - County, Arizona - - - - -, for themselves -
their - - heirs, legal representatives, and assigns, of the first
part, and Louis C. Hill, Engineer - - - - -, United - -
States Geological Survey, being thereunto duly authorized by the
Secretary of the Interior, for and on behalf of the United States
of America, its successors and assigns, of the second part, - -

WITNESSETH:

That the first parties, in consideration of the premises and of the agreements of the second party herein contained, do hereby agree, upon the terms and conditions hereinafter stated, to sell, and by good and sufficient deed to convey, to the United States of America, in pursuance of the Act of Congress approved June 17, 1902, (32 Stat. 388), known as the Reclamation Act, all the following described real estate and property situated in the County of Gila, Territory of Arizona, to wit:

lots five (5), six (6) and seven (7), and the southeast quarter of the southwest quarter, of section six (6), in Township three (3) North of Range fourteen (14) East, Gila and Salt River Meridian, containing 152.18 acres;

Also all our right, title and interest in and to the Wehrli Ditch, and the water thereby appropriated.

And the said first parties do further agree to procure and have recorded, where proper for record, all such further assurances of title and affidavits as may be necessary or proper to show clear title in themselves, in time for abstracting and examination by Government officials in Washington, D. C.; and, upon payment of the purchase price as hereinafter stipulated, to execute and deliver, at any time within the continuance of this agreement, a good and sufficient deed of warranty conveying to the United States a good title to said promises free of incumbrance.

In consideration whereof the second party agrees that the United States will purchase said property upon the terms herein expressed, and that, upon compliance by the first parties with the terms of this agreement, will cause to be paid to them as the full purchase price of said property, and in full payment for all damages arising from the use of the same, the sum of Fifteen Hundred - - - - - Dollars, in cash or by disbursing officer's check.

It is further mutually agreed that the first parties may retain possession of said premises until October 1, 1904, and may harvest and retain the crops thereon until said date - - - - -, notwithstanding the sooner delivery of the deed herein provided for; provided, that the proper officers and agents of the United States may have free access to said premises for the purpose of surveying for and constructing reclamation works pursuant to said act of Congress.

It is understood that the consideration herein named is in full for all damages sustained or to be sustained by the construction of the power canal across a portion of said premises as provided in an agreement between said first parties and O. T. Reedy, Assistant Engineer United States Geological Survey dated May 6, 1904.

8-25-04

This agreement shall not become effective until approved by the Secretary of the Interior, whose action thereon will be taken within thirty days from the date hereof, and said agreement shall terminate by limitation at the expiration of four months from such date; provided that the time of this agreement may, at the option of the second party, be extended for a time equal to the delay caused by perfecting title in the first parties as above agreed.

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands on this the day and year first above written.

WITNESSES:

E. H. Peery
N. H. Brub

John C. Wehali
Halena M. Wehali
Louis C. Hill
For and on behalf of the
United States.

Approved this 25th day of July, 1904. a.m.

J. S. R.
Joshua
Acting Secretary of the Interior.

TERRITORY OF ARIZONA,)
COUNTY OF Gila)

ss. Before me J. M. Cooper

a Notary Public in and for Gila County, Territory of Arizona, on this day personally appeared John C. Wehali and Halena M. Wehali, his wife, and known to me to be the persons whose names ~~is~~ are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

My commission expires Jan 23, 1905.

Given under my hand and seal of office this 10th day of August, 1904.

J. M. Cooper
Notary Public.

Louis C. Hill

RECEIVED
 JUL 14 1904
 GENERAL INVESTIGATION

John C. Wehrli and wife,

to

Louis C. Hill, Engineer,
 U.S.G.S.

Dated June 30, 1904.

TERRITORY OF ARIZONA,
 County of GHA, ss.

I W. D. FINE, County Recorder
 in and for said Gha County, do
 hereby certify that the within in-
 strument of writing was filed at

the request of De Hill

on the 5th day of August

A. D. 1904 at Phoenix 9
 o'clock A. M., and duly recorded as
 Page 427 Book 2, Records

MacLannan
 Gha County, Arizona Territory

W. D. Fine
 County Recorder.

7-30-04

778

TITLE OF WILLIAM DAVID FISHER.

TO

SE⁴NE⁴ of section 28, and the SW⁴NW⁴ of section 27,
Township 5 North, Range 11 East.

Address: Cline, Arizona, -widower.

CONDITION:

1. Entered as homestead November 20, 1894, in the name of John Q. Dunlap after his death, by his widow, and patented to John Q. Dunlap Jan'y 4, 1896.
2. May 5, 1894, John Q. Dunlap conveys by deed to Sarah S. Dunlap. It appears aliunde that Sarah S. was his wife.
3. Sarah S. Dunlap October 30, 1897, conveys by warranty deed to William David Tisher. No other conveyances.
4. March 14, 1902, Tax Collector sold to Territory. No redemption.
5. Tisher's wife died some two years ago leaving two minor children who are still minors and residing with their father on the place.
- 5a. *Subject to contract of sale to Christy as per to Deed of Title.*
6. Otherwise clear, ~~xxx~~ as shown by abstract dated October 21, 1903.

TO OBTAIN TITLE IN UNITED STATES.

1. See that no change has occurred since last abstract, and that taxes are paid.
2. Obtain from General Land Office, Washington, an amendment of patent so as to show issue of patent to Sarah S. Dunlap. Application is already pending.
3. Obtain appointment of guardian for minor children. Tisher has been asked for data to draw petition.
4. See that tax sale is redeemed.
5. Obtain deed from William David Tisher and from the minor children acting through their guardian by order of court; *balance of purchase price \$1050, whole price \$1500*, Livingstone, Arizona, July 30, 1904.

E. H. Peery,
Law Clerk.

7-20-04

(COPY)

785

Livingstone, Arizona, July 20, 1904.

Purchase of Land, --Flippen.

Mr. F. H. Newell,

Chief Engineer,

Washington, D. C.

Sir:

I have the honor to report that final payment of \$1,050.00 was made to John Thomas Flippen on account of the purchase of his land in the proposed Salt River reservoir described as the E²SE⁴, the N²SE⁴SE⁴, of section 18, and the SW⁴SW⁴ of section 17, Township 4 North, Range 12 East. A warranty deed dated July 14, 1904, from said Flippen and his wife Mary Susan, was obtained and placed of record in Book 9, page 162, Deed Records of Gila County.

This day hand to Mr. Spencer said deed, and certificates of the County Treasurer dated July 15th, of the Sheriff dated July 16th, and of the County Recorder dated July 19th, showing taxes paid and deed recorded. I also hand him copy of letter of June 28, 1904, from the Secretary to the Director authorizing the purchase.

All the above papers will be forwarded with the vouchers for the payment. I also hand him assignment of option from Maricopa County to the Secretary, dated April 12, 1904, shown on the abstract.

Very respectfully,

E. H. Peery,

Law Clerk.

785

Livingstone, Arizona, July 7, 1904.

Mr. J. T. Flippen,
Roosevelt, Arizona.

Dear Sir:

The Secretary has approved ~~your~~ the purchase of your place and payment can now be made of the remaining \$1,050.00, less taxes, as soon as Mr. Hill returns from Phoenix to approve the vouchers. Mr. Hill will return the first of next week.

Very respectfully,

E. H. Peery,
Law Clerk.

Mr. Flippen's land paid for by Mr. Spencer
 July 14, 1904, amt paid \$1,050.00
 check endorsed back to Mr. Spencer for taxes \$47.00 Vo. No 72.
 check endorsed to me & I drew personal checks for taxes as follows
 H. S. Hitchcock, 1903, 25.68
 C. R. Roger 1904. 21.35
 \$47.03
 E. H. P.

7-16-04

959

DEPARTMENT OF THE INTERIOR
UNITED STATES GEOLOGICAL SURVEY

RECLAMATION SERVICE

Livingstone, Arizona, July 16, 1904.

Mr. A. F. Kincaid,
Globe, Arizona.

Dear Sir:

I herewith enclose your deed to Mr. John C. Wehrli dated December 7, 1902, and also a new one for you to execute correcting the error in description in the former one. The calls in the new deed correspond with those in the patent. The way they number the lots in section six, lot 7 is the same as the southwest quarter of the southwest quarter. You meant to convey the southeast quarter of the southwest quarter instead of the one described in your former deed.

Please execute and acknowledge, being careful to sign your name as it appears in the deed and to date the deed, and return both the enclosed papers to me in the directed envelope which I send herewith. Mr. Wehrli will be glad to pay the costs of execution.

Very respectfully,

E. H. Peery,
Law Clerk.

*Herewith I return deeds, please collect 50¢ from Mr. Wehrli & send to Mr. Martin Tobler - yours truly
A. K.*

