

Floydada, Texas,  
Dec. 12th. 1912.

Hon. J. T. Robison,

General Land Commissioner,  
Austin, Texas.

Dear Commissioner:-

We the undersigned hereby petition you to appoint G.A. Lider of Floydada, Floyd County, Texas, to act in the Surveying of the lands as per Certified Copy of agreement of land owners attached. Failure to secure Mr. W.D. Twichell to act in this matter necessitates this petition to you. You may appoint Mr. Lider either in your official or unofficial capacity as you see fit, but you will see from the copy of agreement hereto attached it is left to you to appoint, and we and the people will very much appreciate your prompt action in the matter. We and other land owners of the lands in question are very much bothered over the lines, and the improvements and development of that section of Country is very much hindered on account of uncertainty of lines.

Trusting you may give this matter your prompt attention,  
we are,

Yours most truly,

G. W. Kimbell  
Jno. N. Harris  
W. B. Kimbell  
J. B. Jenkins

Mr. Von Rosenberg - If Mr. Lider asks for information just treat the matter as if he were a state lawyer so far as giving him the assistance of the department. Robison 21/12/13 -



General Land Office.

State of Texas.

Austin.

J.T. ROBISON, COMMISSIONER.  
J.H. WALKER, CHIEF CLERK.

February 12, 1913.

*This letter is found  
in vol-1081 page 259*

Mr. G. A. Linder,  
Floydada, Texas.

Dear Sir:-

~~1083~~  
~~156~~

~~1081~~  
~~596~~

1081  
~~13~~  
259  
~~316~~

I am in receipt of a petition embracing an agreement, dated 12th of December, 1912, signed by G. W. Kimbell, Jno. N. Farris, W. B. Kimbell and J. B. Jenkins, wherein they petition that I appoint you to do some surveying and state that the appointment may be made either in my official capacity or unofficial capacity. Hence, I take it from the wording of said petition that I may as an individual act somewhat in the capacity of an arbitrator under said agreement. The aforesaid petition is attached to a certified copy of an agreement signed by the above named parties and many others and acknowledged before J. M. Massie, Notary Public of Floyd County, August 5, 1912 and recorded in Volume 32, page 287, Deed Records of said county.

It appears from said agreement and petition that the surveying desired covers lands in the N E part of Floyd County, the N W part of Motley County, the S E part of Briscoe County and S W part of Hall County, and being more particularly lands embraced in Blocks 3 and 4, T. & P. Ry. Co., and any other lands included by virtue of owners

*also see letter to him on the 19th Dec in Vol. 1081  
page 596.*



General Land Office,

State of Texas.

Austin.

J. T. ROBISON, COMMISSIONER.  
J. H. WALKER, CHIEF CLERK.

-2-

joining in said agreement.

In consideration of the petition and agreement contained therein I hereby appoint you in my private capacity as surveyor to do the work indicated, but in no sense is this appointment that of a State Surveyor, but as you are the County Surveyor your work can be filed here and accepted provided an examination of it, when presented, would be such as to meet the approval of the General Land Office. The Land Office will render you whatever assistance it can in the matter, the same as if you were a State Surveyor.

The petition and agreement aforesaid were handed to me by your fellow-townsmen, Mr. W. M. Massie, and for this reason I deliver this letter to him to be carried to you.

Respectfully,

Robison/Nolen

Commissioner.

The State of Texas,

The Counties of Floyd, Motley, Briscoe & Hall.

Whereas, we the undersigned owners of certain tracts, subdivisions or surveys of land that are situated in the North Eastern part of Floyd County, the North Western part of Motley County, the South Eastern part of Briscoe County and the South Western part of Hall County, in the State of Texas, being more particularly the lands embraced by ~~#####~~ Blocks "3" and "4" T. & P. Ry. Co., and any other lands included by virtue of owners joining in this agreement; and whereas, we and those under whom we claim or derain title have not been able and are not now able to ascertain the boundary lines of land of the respective tracts <sup>or surveys</sup> that we own.

Now, therefore, we do hereby agree to employ W.D.Twitchell of Amarillo, Texas, to re-survey our said lands for the purpose of permanently establishing our land lines and corners, and thereby avoid disputes and the expense incident to law suits arising out of such conflicts and uncertainties as to land locations, and it is agreed by each of us that should the said W.D.Twitchell for any reason ~~###~~ fail to begin this said <sup>re-</sup>survey within a reasonable time then it is agreed by each of us that any two or more of the signers hereto may petition the General Land Commissioner of the State of Texas to appoint a surveyor to act instead of the said W.D.Twiche~~ll~~ to re-survey the said lands in conformity to this contract and under such instructions as said Land Commissioner may see fit and right to give.

That when the land lines and corners shall have been established in accordance with this agreement then said lines and corners shall forever be binding between each of us our heirs and assigns as the true lines and corners and each~~##~~ of us do hereby expressly bind ourselves to construct our improvements and yield possession in accordance with said re-survey, however, the owner of any improvements or ungathered crop which may be found on the land of another shall have the right to remove such improvements or crop within a reasonable time:

That each land owner hereto agrees to pay his proportional part of the total cost of making this re-survey according to number of acres he owns, provided however, that no land owner shall have to pay exceeding at the rate of Twelve & 50 /100 Dollars per

(B12:50)

section (640 acres) and each signer hereto agrees to pay his said part promptly when the re-survey of his land shall have been completed

However, this contract shall not be binding until same shall have been signed by Edgar B. Howard and Alvin P. Howard, legal heirs at law of Frank T. Howard, deceased, to whom the said Frank T. Howard bequeathed in his Last Will and Testament of date May 20th, 1911, his lands situated in the Counties of Floyd, Motley, Priscoe and Hall the State of Texas.

J.B. Jenkins, E.C. Hewitt, Jno. N. Farris, W.A. Tibbets,  
J.F. Hughes, J.L. Orr, H.H. Brown, J.S. Orr,  
W.M. King, Mrs. M.C. Orr, W.B. Kimbell, C.L. Orr.  
R.H. McCaghren, A.L. Barton, W.J. Whitworth, John Lisenby,

R.M. Ross, F.A. Stewart, James Williams, W.M. Martin, Sr.  
H.M. Martin, J.T. Fawcett, W.H. Scott, Joe Graham,  
M.C. Washington, S.A. Neill, C.S. Washington, D.M. Miller,  
W.A. Martin, T.P. Craig, W.D. Long, J.F. Jago,  
W.B. Barton, L.A. Jago, by J.F. Jago, F.S. Bourland, B.L. Jago,

C.A. Martin, G.W. Kimbell, A.J. Hudson, ~~#####~~ M.A. Morris,  
Oscar Vinson, M.E. Tomson, Mrs. Hattie Ross, L.A. McCracken, D.H. Cooper,  
P.O. Woods, G.R. Tibbets, L.L. Rogers, B.F. Hawkins, W.A. Smith, J.R. Ross,  
I.E. Martin, Sr., R.V. King, Mattie E. Merrick, R.B. King, W.B. Martin,  
H.C. Kell, J.M. Conner, ~~#####~~ Mary F. Merrell, J.J. Conner,

Allen Taylor, D.H. Nall, J.A. Taylor, W.A. Newman, J.B. Russell,  
Mrs. S.F. Conner, L.E. Graham, W.A. Merrell, W.A. <sup>his</sup> Graham, Witness,  
J.M. Massie, G.B. Bourland, W.W. Hunt, W.F. Polston, S.C. Carlton,  
C.D. Brummett, S.E. Campbell, J.L. Tracy, Amos Persons, Mrs. J.A. Brummett,  
J.S. Washington, A.J. Askey, C.L. Washington, C.L. Craig, W.P. Hawkins,

B.M. Hodges, W.S. Gregg, E.R. Stevenson, C.O. Wise, T.L. Bradshaw, F.A. Newby,  
D.C. Overturf, W.R. Wallace, ~~Edgar B. Howard, A.H. Rhea, Alvin P. Howard, or~~  
~~Pro. Edgar B. Howard~~, W.M. Brummett, Frances E. Gibson, C.E. Leach, T.T. Threet,  
T.R. Fuston, O.W. Stroup, Gary Griggs, C.L. Smith, Rosa P. Franz, Oscar Franz,

J.L. Bolton, J.H. Boyles, R.S. Gray, W.A. Ratton, W.A. Standefair, M.L. Golightly,  
R.E. Golightly, L.V. Officer, J.M. Wise, J.N. Mullins, T.E. Tason, A.F. Mullins,  
J.C. Glover, F.W. Walker, Fred Biffle, T.L. Andersob, Q.E. Brown, W.E. Schott,  
Mrs. Minnie Reeves, C.F. Meyer, C.W. Lee, J.W. Hancock, R.M. May. *Edgar B Howard*  
*ard, Allen P. Howard, Pr. Pro. Edgar B Howard*

THE STATE OF TEXAS, |  
COUNTY OF FLOYD, | Before me, J.M. Massie, a Notary Public in and for  
FLOYD COUNTY, TEXAS, on this day personall appeared J.B. Jenkins, known  
to me to be the person whose name is subscribed to the foregoing in-  
strument, and acknowledged to me that he executed the same for the pur-  
poses and consideration therein expressed,

~~#####~~ GIVEN UNDER My hand and seal of office, this the 5th day  
of August, A.D. 1912. (Seal) J.M. Massie, Notary Public, Floyd  
County, Texas.  
*Filed Aug. 5, 1912, at 6 Am. and recorded*  
*Aug. 6, 1912, at 11. A.M. on B. Clark, Sec. Secs., by S.T. Thompson, Dep.*

THE STATE OF TEXAS, | I, W.B. Clark, County Clerk in and for Floyd County,  
COUNTY OF FLOYD, | Texas, do hereby certify that the foregoing is a  
true and correct copy of the Original Contract of agreement for survey  
of Land lines to be made between the signers of same, as said Contract  
now appears of record in my office in Volume 32, page 287, Deed Records  
of Floyd County, Texas.

GIVEN UNDER My hand and seal of office this 13th day of  
December, A.D. 1912.  
*W.B. Clark*, County Clerk,  
Floyd County, TEXAS.



County Clerk, State of Texas, County of Floyd, Texas,  
 now appearing of record in my office in Volume 33, page 227, good records  
 of said land to be made between the signers of same, as said contract  
 and correct copy of the original contract of agreement for survey  
 COUNTY OF FLOYD, Texas, do hereby certify that the foregoing is a  
 TRUE STATE OF TEXAS, J. B. Clark, County Clerk in and for Floyd County,  
 Texas, this 12th day of December, 1912.

12/12/12, 10  
Contract

Petition to appoint G. A. Linder  
 to do some surveying  
 Dated Dec 12, 1912.

Floyd Co

and seen & approved by the Board of Howard Edgar & Ram  
 Mrs. Minnie Jackson, G. E. Meyer, G. V. Lee, J. V. Hancock, G. H. New, J. S. Scholtz,  
 J. C. Glover, R. W. Walker, Fred Killee, T. L. Anderson, G. S. Green, J. S. Scholtz,  
 H. E. Collier, J. V. Ottisor, J. M. Wise, J. M. Mullins, G. S. Green, A. S. Collins,  
 J. E. Nelson, J. H. Boyles, R. S. Gray, W. A. Barton, J. A. Spadovich, E. L. Collier,  
 T. S. Hanson, O. V. Strong, Gray Gilkey, G. L. Smith, John E. Evans, Oscar Evans,  
 W. M. Brummett, W. M. Brummett, James E. Gibson, G. A. Jacob, E. T. Green,  
 D. G. Overhill, W. E. Wallace, Wm. H. Howard, A. H. Gies, J. L. Bradshaw, J. A. Newby,  
 H. M. Kofman, A. S. Greer, G. S. Stevenson, G. O. Wise, J. L. Bradshaw, J. A. Newby,  
 J. S. Washington, A. J. Jarky, G. L. Washington, G. L. Gray, R. P. Hawkins,  
 G. D. Brummett, S. E. Campbell, J. L. J. Brock, Amos Edwards, Mrs. J. A. Brummett,  
 J. M. Masala, H. B. Boringham, W. J. Hunt, W. V. Polsgrove, G. G. Griffin,  
 Mrs. S. P. Conner, J. E. Graham, W. A. Martell, A. V. A. Graham, Alameda,  
 Alton Taylor, D. H. Hall, L. A. Taylor, W. A. Howard, W. B. Jensen,  
 H. O. Koff, J. S. Gordon, Wm. H. Howard, Wm. H. Howard, J. S. Gordon,  
 J. S. Washington, Wm. H. Howard, Wm. H. Howard, J. S. Washington,  
 P. Woods, G. R. Tibbets, J. L. Johnson, B. R. Hawkins, W. A. Smith, J. J. Goss,  
 C. F. Vinson, M. E. Tomson, Mrs. Hattie Goss, E. A. McCracken, J. H. Cooper,  
 E. Martin, G. W. Kimbrell, A. J. Hudson, Wm. H. Howard, H. A. Morris,  
 J. A. Barton, L. V. Janko, J. R. Janko, W. E. Eonriand, R. E. Janko,  
 T. P. Grate, W. D. Jank, J. S. Washington, J. S. Washington,  
 S. A. Nellie, C. S. Washington, J. S. Washington,  
 J. T. Sawcett, W. H. Goff, J. S. Washington, J. S. Washington,  
 F. A. Stewart, Amos Williams, J. S. Washington, J. S. Washington,  
 A. L. Barton, J. S. Whitworth, J. S. Washington, J. S. Washington,  
 Mrs. W. G. Orr, W. R. Kimbrell, J. S. Washington, J. S. Washington,  
 J. P. Orr, H. H. Brown, J. S. Washington, J. S. Washington,  
 G. G. Hewitt, Mrs. E. Wallis, J. S. Washington, J. S. Washington,

\$150 Ram

Frank T. Howard, deceased, to whom the said Frank T. Howard  
 have been signed by said Frank T. Howard and Alton H. Howard, legal heirs  
 However, this contract shall not be binding until same shall  
 said parties when the re-survey of his land shall have been completed  
 section (640 acres) and each signer hereto agrees to pay his said