

*J. Austin Tex.*  
*Dec 12, 1913.*

Hon. J.T. Robison,  
Comm'r. Genl. Land Office,  
Austin Texas.

Dear Sir:-

I am submitting herewith a plat of the work I have done under the contract agreement, entered into by the land owners of Texas and Pacific Ry. Cos. Blocks 3 and 4, hereto attached.

After carefully investigating the conditions governing the original construction of these Blocks and considering the information obtained from your office, I am pleased to report that my efforts were directed in carrying out your suggestion which advised the adoption of the Chipman - Moore survey (a report of which is filed with your office) in locating the River boundary of these Blocks and constructing the River Sections of same.

On the 17th of March 1913 I took my party, all of whom had been previously sworn, to the point known as the 'Mexican Monument' - the original bearings of which can be obtained from your records and additional bearings of same from the Chipman report filed in your office.

After due consideration being given the original bearing points to said M.M. I concluded to base an assumed variation upon the recorded bearing to Rock mound on the E. point of Hill same being N.66.30' E. as this point, from its position should have been free from disturbance, whereas the other points were questionable.

Proceeding South upon this variation until we reached the South bank of Pole Canon - which is the stream recognized as the River boundary South of the M.M. - we tied into the various corners brought from said M.M. by other surveyors as follows;

Our point at Mile 3 plus 1310.5 varas came on S. bank of Pole Canon and was 13.8 varas West of stone mound made by Chipman - Moore survey;

At Mile 3 plus 1315.3 varas; check on stone mound angle equals 52 degrees and 30 min. left, 67.8 varas. (This mound was probably made by Ragsdale.)

Then adjusting our line to make up for the difference in variation used to this point opposite the Chipman mound (which we calculated to be 6 min.) we used the said Chipman mound as zero and produced his meander courses down the River.

In doing this I will say that considerable care was taken in all departments of the work - Mr. Enos, an experienced surveyor being head chainman and Mr.

*Filed in person by G.A. Lister December 12<sup>th</sup> 1913 and a large blue print plat, C. and B. and a large blue print plat, C. and B. Draftsman*

Moore, County Surveyor Motley Co., who assisted Mr. Chipman in his work, checking me on the angles of each course, I myself handling the instrument.

The result of this line, after being run thru to the Tom Ball corner, gave us reason to believe that the variation of the previous work must have varied at times; but in order to verify our opinion we decided to run a check line on our own work, which we did by beginning at the same point on the S. bank of Pole Canon, S. of the M.M. and using the same variation running due East 14 miles then S. and E. consecutively, checking on the previous line at reference point on the E. line of 18 in the River and then on to Tom Ball corner.

From this line we obtained a satisfactory check on our previous work and felt justified in our conclusion that an adjustment of the variation from the M.M. to the Chipman mound on the S. bank of Pole Canon would be necessary.

After careful consideration, covering two days time, it was determined that by changing the variation 14 min. (which moves the Chipman mound 31.6 varas E. and on a line only 9 varas W. of the probable Ragsdale mon.) and by reconstructing River Sections 2, 6 and 13 as shown on plat attached, we would be enabled to check closely on the points placed on the banks of the River at Sects 9 and 18 by the Chipman-Moore work of 1910.

Time was then taken to prove the quantities contained in the River sections as shown by the Chipman construction as well as the ones reconstructed by ourselves and on April 7th, 1913 work was begun on the sectionizing of these Blocks.

Will say here that 20 varas was allowed between the corners coming in the river; that is the distance between the North lines of the River sections in Block 3 and the South lines of the River sections in Block 4 should be 20 varas in excess of 2 miles.

I will also call your attention to the fact that permanent corners, as shown on the Plat submitted, have been placed at all section corners indicated and too that where parties signing the agreement owned fractional parts of sections their sub-divisions have been located on the ground.

In conclusion will say that continuing our work along the line of the adjustment referred to, we checked at River section 9 within 2 varas each way of the reference point placed on the N. bank by the Chipman-Moore survey and at River section 18 we were 11 varas South and 15. varas East of their reference point

on North bank of River.

As to the disturbance of local conditions, I consider it remarkable that more land was not affected, true some have been disturbed seriously but no adjustment could be hoped for without a sacrifice and surely the result of a permanent location is of value, even to those who have been disturbed.

I will add also that it is the purpose and intention of this survey that each and every section in both these blocks should have 640 acres each, no more nor no less.

Attached you will please find certified copies, of the contract agreement and your letter of appointment, also a letter of Mr. B.F. Moore's with reference to his connection with this re-survey.

Very respectfully,

*G. A. Lister*  
County Surveyor, Floyd Co. Tex.

*Dec. 12<sup>th</sup> / 13*

T H E   S T A T E   O F   T E X A S .

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 or surveys that we own;

NOW THEREFORE, we do hereby agree to employ W. D. Twichell of Amarillo, Texas, to resurvey 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. Twichell for any reason fail to begin this said resurvey 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. Twichell to resurvey 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 resurvey, 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 improvement or crop within a reasonable time:

That each land owner hereto agrees to pay his proportional part of the total cost of making this resurvey 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 (\$12.50) Dollars per section (640 acres) and each signer hereto agrees to pay his said part promptly when the resurvey 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, Briscoe and Hall, the State of Texas.

J. B. Jenkins,

Jno. N. Farris,

J. H. Hughes,

H. H. Brown,

W. M. King,

W. B. Kimbell,

R. H. McCaghren,

W. J. Whitworth,

R. M. Ross,

James Williams,

H. M. Martin,

W. H. Scott,

M. C. Washington,

C. S. Washington,

W. A. Martin,

W. D. Long,

W. B. Barton,

F. S. Bourland,

C. A. Martin,

A. J. Hudgon,

Oscar Vinson,

Mrs. Hattie Ross,

D. H. Cooper,

E. C. Hewitt,

W. A. Tibbets,

J. L. Orr,

J. S. Orr,

Mrs. M. C. Orr,

C. L. Orr,

A. L. Barton,

John Lisenby,

F. A. Stewart,

W. M. Martin, Sr.,

J. T. Fawcett,

Joe Graham,

S. A. Neill,

D. M. Miller,

F. P. Craig,

J. F. Jago,

L. A. Jago by J. F. Jago,

B. L. Jago,

G. W. Kimbell,

M. A. Morris,

M. E. Tomson,

L. A. McCracken,

P. O. Woods,

G. R. Tibbets,  
B. F. Hawkins,  
J. R. Ross,  
R. V. King,  
R. B. King,  
H. C. Kell,  
Mary F. Merrell,  
Allen Taylor,  
J. A. Taylor,  
J. B. Russell,  
L. E. Graham,  
W. A. <sup>his</sup> X Graham,  
mark  
Witness: J. M. Massie,  
W. W. Hunt,  
S. C. Carlton,  
S. E. Campbell,  
Amos Persons,  
I. S. Washington,  
C. L. Washington,  
W. P. Hawkins,  
M. S. Greeg,  
C. O. Wise,  
H. A. Newby,  
W. R. Wallace,  
A. H. Rhea,  
W. M. Brummett,  
Frances E. Gibson,  
C. E. Leach,  
T. T. Threet,  
T. R. Fuston,  
O. W. Stroup,  
Cary Griggs,  
C. L. Smith,  
Rosa P. Franz,  
Oscar Franz,  
J. L. Bolton,  
J. H. Boyles,

L. L. Rogers,  
W. A. Smith,  
I. E. Martin, Sr.,  
Mattie E. Merrick,  
W. B. Martin,  
J. M. Conner,  
J. J. Conner,  
D. H. Nall,  
W. A. Newman,  
Mrs. S. F. Conner,  
W. A. Merrell,  
G. B. Bourland,  
W. F. Ralston,  
C. D. Brummett,  
J. L. Tracy,  
Mrs. J. A. Brummett,  
A. J. Askey,  
C. L. Craig,  
B. M. Hodges,  
E. R. Stevenson,  
T. L. Bradshaw,  
D. C. Overturf,  
Edgar B. Howard,  
Alvin P. Howard,  
Per Bro. 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  
personally appeared J. B. Jenkins,  
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 considera-  
tion 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.

R. S. Gray,  
W. A. Rattan,  
W. A. Standefer,  
M. L. Golightly,  
R. E. Golightly,  
L. V. Officer,  
J. M. Wise,  
J. N. Mullins,  
T. E. Easen,  
A. F. Mullins,  
J. C. Glover,  
F. W. Walker,  
Fred Biffle,  
T. L. Anderson,  
Q. E. Brown,  
W. E. Schott,  
Mrs. Minnie Reeves,  
C. F. Meyer,  
G. W. Lee,  
J. W. Hancock,  
R. M. May,

The State of Texas }  
County of Floyd, }

I, W. B. Clark, County Clerk,  
in and for said County, do hereby certify that the foregoing  
instrument dated the 5 day of Aug. 1912, with its certificate  
of authentication, was filed for Record in my office, on the  
5 day of Aug., A. D. 1912, at 6 O'clock P. M., and duly  
recorded the 6 day of Aug., A. D. 1912, at 11 O'clock A. M.,  
in the Deed Records of said County, in Vol. 32, on Page 287.

Witness my hand and the Seal of the County Court of said  
County, at office in Floydada, Texas, the day and year last  
above written.

W. B. Clark, Clerk County Court,  
Floyd County,

(Seal).

By T. T. Thompson, Deputy.

The State of Texas §

County of Briscoe, §

I, T. L. Anderson, Clerk of the County Court of said County do hereby certify that the above instrument of writing dated on the 20 day of May, A. D. 1911, with its Certificate of Authentication, was filed for record in my office, this 21 day of Feb., A. D. 1913, at 11 O'clock A. M., and duly recorded the 28 day of Feb., A. D. 1913, at 10 O'clock A. M., in the records of said County, in Volume 1, on pages 47-8-9.

Witness my hand and the seal of the County Court of said County at office in Silverton, Texas, the day and year last above written.

T. L. Anderson, Clerk County Court,  
(SEAL). Briscoe County, Texas.

The State of Texas §

County of Hall, §

I, S. G. Alexander, County Clerk, in and for said County, do hereby certify that the foregoing instrument of writing dated the        day of        A. D. 19    , together with its certificate of authentication, was filed for record in my office the 14th. day of March, A. D. 1913, at 8 O'clock A. M., and duly recorded on the 29th. day of March, A. D. 1913, in Deed Records of Hall County, in Volume 26 pages 549,550-551 & 552.

Witness my hand and official seal, at my office in Memphis, Texas, this 29th. day of March, A. D. 1913.

S. G. Alexander, County Clerk,  
Hall County, Texas.  
(SEAL). By M. F. Roberts, Deputy.

Filed for record this the 1st. day of April, A. D. 1913, at 7:19 O'clock A. M., and duly recorded this the 7th. day of April, A. D. 1913, at 10:42 O'clock A. M.

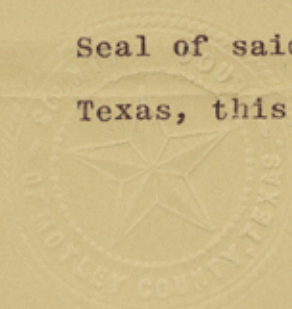
Richard A. Seay, Clerk County Court,  
Motley County, Texas.



THE STATE OF TEXAS }  
County of Motley }

I, Richard A. Seay, Clerk  
of the County Court, in and for Motley County, Texas, ~~am~~  
do hereby certify that the above and foregoing Five pages,  
numbered from One to Five, consecutively, contain a full,  
true and correct copy of the Original Contract for Resurvey,  
by the land owners in Blocks "3" and "4", T. & P. Ry. Co.,  
situated in the counties of Floyd, Motley, Briscoe & Hall,  
together with its certificates of authentication, as fully  
as the same now appears of record in my office, in Volume  
Number Seven, on pages Number 309 and 310, of the Deed  
Records of Motley County, Texas.

IN TESTIMONY WHEREOF, WITNESS my hand and the  
Seal of said Court, at office, in the town of Matador,  
Texas, this the Eighth day of December, A. D. 1913.



*Richard A. Seay*  
Clerk of the County Court,

In and for Motley County, Texas.

February 12, 1913.

Mr. G. A. Lider,

Floydada, Texas.

Dear Sir:-

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 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,

J. T. ROBISON,

Commissioner.

Robison/Nolen

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Counter 22762

February 12, 1913.

Mr. G. A. Lister,  
Meyersdale, Texas.

Dear Sir:-

I am in receipt of a petition embracing an agreement dated 12th of December, 1912, signed by G. W. Kimbrell, Jno. W. Lewis, W. B. Kimbrell 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. Massee, Notary Public of Floyd County, August 2, 1912 and recorded in Volume 22, 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. 2 S. R. 10 E. Co., and any other lands included by virtue of owners 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

GENERAL LAND OFFICE, AUSTIN, TEXAS, Dec. 11, 1913

*J. T. Robison* Commissioner of the General Land Office of the State of Texas, do hereby Certify that the above and foregoing is a true and correct copy of the original, together with all the endorsements thereon now on file in this office.

IN TESTIMONY WHEREOF, I hereunto set my hand, and affix the impress of the seal of said office, at Austin, Texas, this 11th day of December, 1913.

*J. T. Robison*  
Commissioner of General Land Office.



Robison/John

counter 22763

Floyd Co SK File 18

STATE OF TEXAS.



B. F. MOORE  
COUNTY SURVEYOR

Motley

COUNTY

Matador, Texas.

Dec. 3/13

Mr. J. T. Robison, Comr. G. L. O.

Austin Texas.

Dear Sir:- I am writing this with the desire, to confirm, if necessary, the fact of Mr. Liders intention to follow the Chipman-Moore survey from the Mexican Mon. to the Tom Ball corner, in establishing the River boundary line between the T. & P. Ry. Cos. Blks. Nos 3 and 4 and being in the counties of Motley, Floyd, Briscoe and Hall.

I was in the field with Mr. Lider during the entire time consumed in the work he was engaged upon and assisted him in the office as well as the field work of this re-survey. The changes made in River sections nos 2, 6 and 13 were made for the purpose of checking closer on the points made at River sections 9 and 18 by Mr. Chipman and myself in 1910 and these corrections were not made until two check lines had been run down the river. I wish to add that Mr. Lider spared no effort in making corrections or check lines, necessary to insure accuracy in field or office work and I feel that I can safely endorse what has been done by him in this re-survey.

Yours truly,

*B. F. Moore*

Counter 22769

K

Floydada, Texas Feb. 21-1913

Messrs Edgar B Howard and Alvin P. Howard

Gentlemen: -

At request of W. M. Messie & Bro., of Floydada, Texas, I write you this letter of agreement pertaining to the surveying of lands indicated by a agreement signed by certain land owners of lands named therein, mostly in Blocks 3 & 4, T & P. Rylee, situated in the Counties of Floyd, Motley, Borisore and Hall, the State of Texas; said agreement being of record in the duly records of Floyd County, Texas in Volume 32 pag 287. I agree to survey said lands placing lasting material for corners and marks consisting of rock or iron piping or both. When rock alone are used to be large rock let in the ground not less than twelve (12) inches or a large pile of rock in case ground is too rocky to let rock in ground, and when pipe alone is used to be one & one-fourth (1 1/4) inch pipe and let in ground as much as two (2) feet and extending above ground four (4) to six (6) inches, however, a brick is to be placed under ground at each pipe corner.

I agree to note in field notes such natural objects as will assist in locating the land and also give such bearings as in my judgment will assist in establishing the lines and corners at any time. I agree to put in the corners for each tract of land surveyed. I also agree to furnish field notes together with working plat of lands surveyed to the General Land Commissioner of the State

Filed in person by G. A. Loder Dec. 12-1913  
& large blue print plat. J. van Roubens  
J. van Roubens  
J. van Roubens

of Texas at Austin, Texas, to be filed in  
the General Land Office, and also field notes  
with such data as I deem necessary to  
be filed as County Records in the various  
Counties in which these certain lands are  
located. I also agree to furnish each  
owner, of land surveyed under this agreement,  
a copy of field notes of his land and plat of  
same.

I am to bear all expenses in making  
said survey and furnishing plats, field notes  
& etc., and each person whose land I survey  
will be due me at the rate of Twelve Thousand  
(\$12,000) Dollars per Section promptly when  
the corners for his land are placed on the  
ground.

Yours very truly  
(signed) G. A. Loder

Counter 22766

See books from and to S. W. Wright, Oberg, and ... 11 32  
p. 395

Counter 22767

Filed in person by G. A. Lister Dec. 12-1913  
& large blue print plat. P. von Rosenberg  
draft

of Texas at Austin, Texas, to be filed in  
the General Land Office, and also field notes  
with such data as I deem necessary to  
be filed as County Records in the various  
Counties in which these certain lands are  
located. I also agree to furnish each  
owner, of land surveyed under this agreement,  
a copy of field notes of his land and plat of  
same.

I am to bear all expenses in making  
said survey and furnishing plats, field notes  
& etc., and each person whose land I survey  
will be due me at the rate of twelve, Twelve  
(\$12.00) Dollars per Section promptly when  
the corners for his land are placed on the  
ground.

Yours very truly  
(signed) G. A. Lister

Floyd Co. SK 18

See letter from and to B. D. Wrigley, Storeford Tex. Atlas Bk. 14. 1152  
p. 395

18,  
Floyd County  
Sketch Files.

Report by G. A. Liden,  
County Surveyor of  
Floyd County of a  
re-survey of Blocks 3 &  
4 T. & P. Ry. Co. surveys  
in Floyd, Briscoe, Hall  
and Motley Counties  
and certified copy of contract  
for re-survey of surveys  
in said Blocks, and certd.  
copy of letter from Comsr.,  
also letter of B. F. Moore  
County Surveyor Motley County.

Filed Dec. 12<sup>th</sup> 1913.

This is filed  
just for what it  
may be worth

J. M. Tolison  
Commissioner

\$5.00 - Ram

CERTIFIED COPY OF CONTRACT FOR  
RESURVEY OF LANDS LOCATED IN  
BLOCKS "3" AND "4", of the  
T. & P. RY. CO. LANDS in the  
Counties of Floyd, Motley,  
Briscoe & Hall,