

Be it remembered: that on this the 4th. day of April Anno Domino One Thousand eight hundred and ninety two, being the first Monday in said month, the Circuit Court of the United States for the fifth judicial Circuit and the Western District of Texas, met at El Paso in said District pursuant to law. Present and Presiding: The Honorable T.S. Maxey, Judge, Andrew J. Evans Esq. U.S. Attorney Paul Fricke, U.S. Marshal, B.G. Duval, Clerk and the Court having been opened in due form of law, the following proceedings were had, to wit:

Monday the 11th. day of April, 1892, Court met pursuant to adjournment, all officers present, whereupon the following proceedings were had and determined, to wit:

Bayley M. Collyns)	
vs.)	
P.B. Nutt, Adam Braddock,)	
W.N. Nichols, P.H. Moore,)	This the 6th. day of April A.D.
Charles Moore, G.S. Watkins))	
Robert Waters, D.R. Wallace))	1892, came the parties by their attor-
J.R. Smith, W.H. Collyns,)	
R. Alston, G.K. Ellis,)	neys, and Plaintiff dismisses his suit
H. Bailey, W.A. Whitten,)	
B.G. Ditmore and B.E.)	against the Defendant Adam Braddock
Beson.)	

) and says that he will no longer prosecute said suit against said defendant. It is therefore considered by the Court, that the Plaintiff Bayley M. Collyns take nothing by his suit against said defendant Adam Braddock, and that he go hence without day, and that he do have and recover of the Plaintiff his costs in this behalf expended for which he may have his execution. And the said remaining parties waive a jury and submit the matters in controversy as well of fact as of law to the Court. And the evidence and the argument of counsel having been heard, and fully understood; it is considered by the Court that they Bayley M. Collyns recover of the Defendants P.B. Nutt, W.N. Nichols, P.H. Moore, Charles Moore, G.S. Watkins, Robert Waters,

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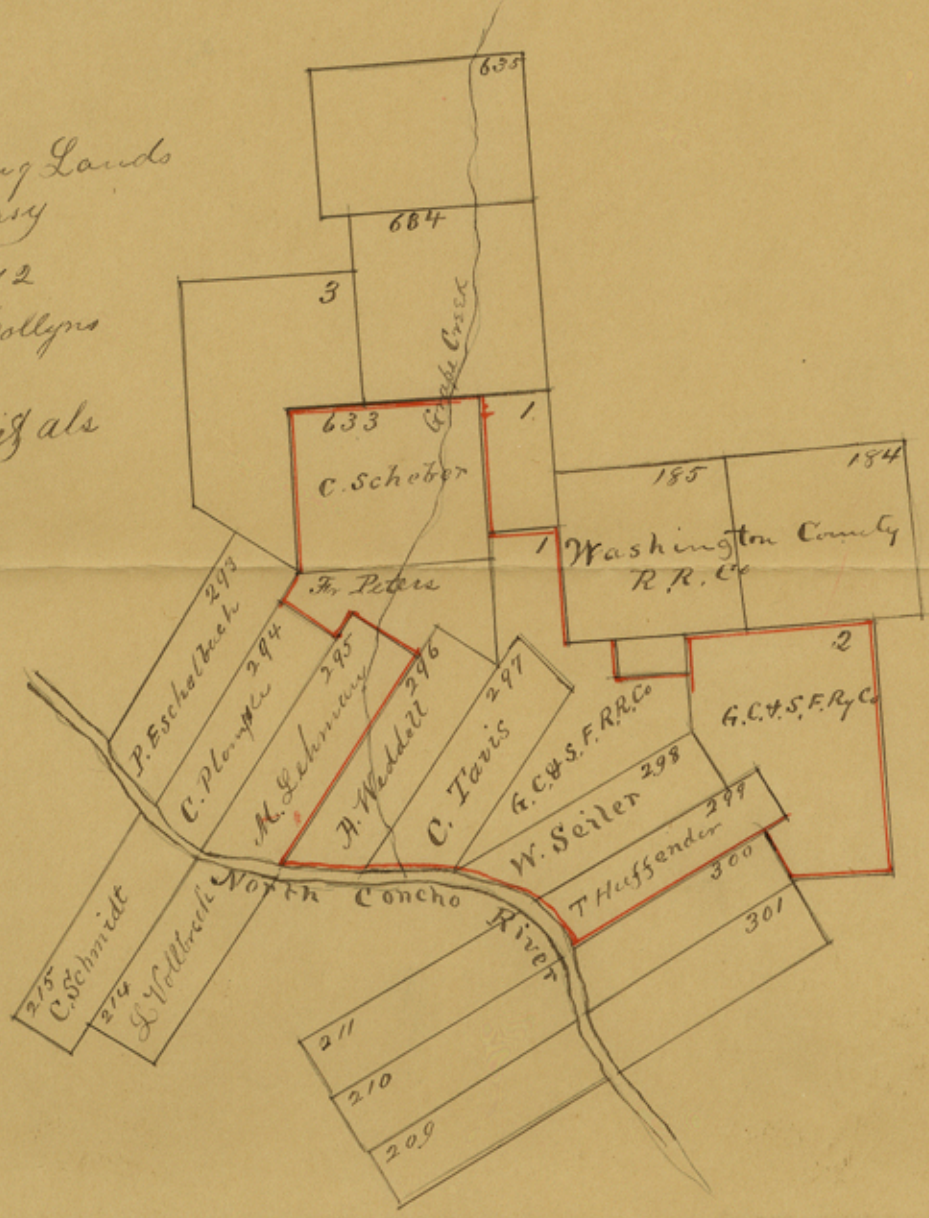
D.R. Wallace, J.R. Smith, W.H. Collyns, R. Alston, G.K. Ellis, H. Bailey, W.A. Whitten, N.G. Ditmore, and B.E. Beson, the premises described and bounded as follows: Situated on the waters of North Concho river in Tom Green County, State of Texas, Beginning at the lower corner of survey No. 295, in the name of M. Lehman and the upper corner of survey No. 296, in the name of A. Waddil, a stone mound on the North bank of the North Concho river, from which a pecan tree 40 inches in diameter bears S. 54 W. 86 vrs., marked thus X said corner being North 55 E. from the lower corner of survey No. 214 for Ludwig Voebech on the opposite side of said river from which a pecan 14 inches in diameter bears N. 66 E., 14 vrs. marked X; Thence N. 35 E. with the west line of survey No. 296, 2446 vrs. to the East corner of survey No. 295, this point is 382 vrs. S. 35 W. from the North corner of survey No. 296, Thence N. 55 W. 795 vrs. to the North corner of survey No. 295, Thence South 35 W. 379 vrs. to the East corner of survey No. 294, Thence North 55 W. 765 vrs. to the North corner of survey No. 294 in the name of C. Plomke, Thence N. 35 E. 322 vrs. to the East corner of survey No. 293 in the name of P. Eschelbach, said corner is 3025 vrs. N. 35 E. from the lower corner of survey No. 293 on the North bank of said river from said point on the river the corner between surveys No. 215 in the name of C. Schmidt and 216 in the name of L. Volbech, bears S. 35 W. Thence North 1900 vrs. with the West line of survey No. 633 in the name of Chris. Scheber to its North-West corner, Thence East at 1860 vrs. cross Grape Creek at 1900 vrs. a stone mound, the North East corner of said Scheber survey, Thence South with the East line of of said survey No. 633, 1600 vrs. Thence East with the North line of survey No. 1. for the G.C. & S.F. R. Wy. Co., 845 vrs. to the W. line of survey No. 183 for the Washington County Rail Road Com-

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pany, Thence South with the West line of same 1297 vrs. to a stone mound the South-West corner of said survey No. 183, Thence East 296 vrs. to a point on the south line of survey No. 183, Thence South 336 vrs. to an inner corner of said survey No. 1, G.C. & S.F. Ry. Co., Thence East with the North line of same 712 vrs. to the North-East corner of of said survey No. 1 on the East line of said survey No. 2 to a stake on the south line of survey No. 183 Washington County R.R. Co. the North-West corner of said survey No. 2, Thence East with the south line of said survey 183. at 892 vrs. pass the South-East corner of said survey No. 183 and the South-West corner of survey No. 184, Washington Co. R.R. Co. a stake and stone mound from which a china tree bears S. 66 and 1/2 W. 90 vrs., marked X at 2037 vrs. a stone mound on the south line of said survey No. 184, also the North-East corner of said survey No. 2 Thence South 2653 vrs. to a stake and mound the south-east corner of said survey No. 2, Thence West 1028 vrs. a stake and mound the North corner of the river survey 301 and the East corner of survey No. 300, in the name of E. Krauskopf, Thence N. 30 W. 730 vrs. with the North-East line of said survey No. 300 to its North corner, Thence S. 60 W. 2538 vrs. to a stake on the North bank of the North Concho river for the upper corner of said survey No. 300, from which the corners between surveys No. 210 and 211 on the opposite side of said river bears south 60 West and from said corners between surveys Nos. 210 and 211 on the south side of said river, a pecan tree bears south 62 W. 14 vrs. marked thus X, Thence up the river with its meanders to the place of beginning. the above boundaries and described tracts of land embraces the tracts of land and surveys claimed by Plaintiff and set out in his petition as follows to wit: surveys No. 299 in the name of Phillip Huffelder, survey

No. 298 in the name of William Seiler, survey No. 297 in the name of Carl Tavis, survey No. 296 in the name of August Weddell, survey No. 633 in the name of Christian Scheler, survey 632 in the name of Frederick Peters, survey No. 1 in the name of Gulf, Colorado and Santa Fe Ry. Co., survey No. 2 in the name of Gulf, Colorado and Santa Fe Ry. Co., all of said surveys abutting and adjoining each other as established by this decree and shown in the following plat of said lands to wit:

*Map showing Lands
in controversy
Cause # 72
Bayly M Collyers
vs
P. B. Kuttigals*



for which the Plaintiff may have his writ of possession and also his costs in this behalf expended for which he may have his execution and it further appearing to the Court that the defendant W.H. Nichols is entitled to recover from the Plaintiff Two hundred and thirty dollars over and above the value of rents adjudged against him for valuable improvements made by him in good faith

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upon the lands claimed by him and recovered by Plaintiff, that the defendant G.K. Ellis, is entitled to recover from the Plaintiff Two hundred and ten and 67/100 dollars, over and above the value of the rent adjudged against him for valuable improvements made in good faith upon the land claimed by him and recovered by plaintiff, that the defendant P.B. Nutt is entitled to recover from the Plaintiff seventy-nine and 34/100 dollars over and above the value of rents adjudged against him for valuable improvements made by him in good faith upon the lands recovered from him by Plaintiff, that the defendant P.F. Moore is entitled to recover from the Plaintiff one hundred and nine and 34/100 dollars, over and above the value of rents adjudged against him for valuable improvements made by him in good faith upon the lands recovered by Plaintiff. It is therefore considered and adjudged by the Court that the said defendants recover from the Plaintiff the respective amounts of money that they are above found entitled to for their said improvements. It further appearing to the Court that the following named defendants, to wit: Robert Walters, G.S. Watkins, have also made valuable improvements on the land received from them, but that the amounts due by each of them to the Plaintiff for the value of rents of said land exceeded the value of their improvements, it is considered and adjudged by the Court, that neither of them recover anything for their said improvements, It further appeared to the Court that the several amounts adjudged against Plaintiff in favor of the defendants for improvements have been paid in compliance with an agreement with the parties on file with the papers in this case, it is ordered that said judgment in favor of defendants against Plaintiff for improvement be and is here declared satisfied in accordance with the following agreement of counsel findings of Court and agreement.

Bayley M. Colllyns) Suit in the U.S.Circuit Court, for the
vs.) Western District of Texas, at El Paso.
F.B.Nutt et al)

This case being tried before the Court without a jury, the findings of the Court on the questions of valuable improvements in good faith are as follows: I. That defendant W.H.Nichols has improvements of the value of Two hundred and seventy dollars and is indebted to Plaintiff in the rents to the value of Forty dollars, making a balance of Two hundred and thirty dollars due said defendant from Plaintiff, that the land of said Nichols in conflict with that claimed by Plaintiff is eighty acre of the value of Two dollars and fifty cents per acre. II. That Defendant G.K.Ellis has improvements of the value of Two hundred and fifty dollars and that he is indebted to Plaintiff for rents in the sum of Thirty nine dollars and thirty, three cents, making a balance of Two hundred and ten dollars and sixty-seven cents due from Plaintiff to said Defendant and that the Plaintiff recover from the Defendant 117 and $\frac{3}{5}$ acres of land of the value of Two Dollars and fifty cents per acre. III. That Defendant R.Alston has improvements of the value of Thirty five Dollars and that he owes Plaintiff rents of the value of sixty-four dollars and the amounts of the rents being greater than the improvements nothing is awarded to the defendant Alston. IV. Robert Walters has improvements of the value of fifty-nine Dollars and he owes the Plaintiff rents to the amount of sixty-four dollars and the amount of the rents being greater than the improvements nothing is awarded to the Defendant Walters. V. That defendant F.B.Nutt has improvements to the value of One hundred and seventy dollars and he is indebted to the Plaintiff for rents to the amount of Ninety Dollars and sixty six cents making a balance of Seventy nine Dollars and thirty-four cents, which defendant is entitled to recover

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against Plaintiff and the value of the land recovered by Plaintiff from said defendant Nutt is one hundred and sixty acres at Three Dollars and fifty cents per acre. VI. That the rent due by G.S. Watkins to Plaintiff is greater than the value of improvements VII. That P.F. Moore has improvements to the value of Two hundred Dollars and he owes the Plaintiff the amount of Ninety Dollars and sixty-six cents rents, leaving a balance of One hundred and nine dollars and thirty-four cents which is awarded to the defendant P.F. Moore against Plaintiff, and that the land of said Moore in conflict with the Plaintiff's title is one hundred and sixty acres at the value of Three dollars and fifty cents per acre, the Court also finds that the Plaintiff has not title to 42 and $\frac{2}{5}$ acres, off the Western end of the land claimed by the Defendant G.K. Ellis, said 42 and $\frac{2}{5}$ acres being shown by the field notes prepared by the witness Taylor and also finds in favor of the Plaintiff the title to all the land sued for by him except the above tract of 42 and $\frac{2}{5}$ acres, which is not included in the judgment in favor of Plaintiff. It is agreed between the parties to this case that Plaintiff having paid the damages awarded defendants, that judgment may be entered in favor of Plaintiff for all the land recovered by him under the Court's findings and that it will not be necessary to enter in the judgment the value of the improvements recovered by each defendant nor the value of the land upon which their improvements are situated.

Witness our hands this 7th. day of April, 1892

David, Beall and Kemp.

Attorneys for Plaintiff.

Nugent, Stanton and H.H. Neill.

Attorneys for defendants.

Tom Green Sk. File 65

Bayley vs. Hollyns

P. B. ^{vs} Smith et al.

Copy of Decree.

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