

THE BANDLESS FILING ENVELOPE

(EXCLUSIVE PATENTS)

MANUFACTURED BY
THE SMEAD MANUFACTURING COMPANY
HASTINGS, MINNESOTA, U. S. A.



No. 8

COCHRAN & HOCKLEY B.D.Y.

1937

SEE FINAL BOUNDARY JUDGMENT
COCHRAN CO. ET AL VS (NO 8502)
HOCKLEY CO ET AL.
99TH JUDICIAL DISTRICT COURT
LUBBOCK CO. TEXAS
DEC. 16-1940.

ABSTRACTS CORRECTED
ACCORDINGLY. N.S.

Cochran Co Bdry #3

Counter 51476

ALL MESSAGES TAKEN BY THIS COMPANY ARE SUBJECT TO THE FOLLOWING TERMS:

To guard against mistakes or delays; the sender of a message should order it repeated, that is; telegraphed back to the originating office for comparison. For this, one-half the unrepeated message rate is charged in addition. Unless otherwise indicated on its face, this is an unrepeated message and paid for as such, in consideration whereof it is agreed between the sender of the message and this company as follows:

1. The company shall not be liable for mistakes or delays in the transmission or delivery, or for non-delivery, of any message received for transmission at the unrepeated-message rate beyond the sum of five hundred dollars; nor for mistakes or delays in the transmission or delivery, or for non-delivery, of any message received for transmission at the repeated-message rate beyond the sum of five thousand dollars, *unless specially valued*; nor in any case for delays arising from unavoidable interruption in the working of its lines; nor for errors in cipher or obscure messages.
2. In any event the company shall not be liable for damages for mistakes or delays in the transmission or delivery, or for the non-delivery, of any message, whether caused by the negligence of its servants or otherwise, beyond the sum of five thousand dollars, at which amount each message is deemed to be valued, unless a greater value is stated in writing by the sender thereof at the time the message is tendered for transmission, and unless the repeated-message rate is paid or agreed to be paid, and an additional charge equal to one-tenth of one percent of the amount by which such valuation shall exceed five thousand dollars.
3. The company is hereby made the agent of the sender, without liability, to forward this message over the lines of any other company when necessary to reach its destination.
4. Domestic messages and incoming cable messages will be delivered free within one-half mile of the company's office in towns of 5,000 population or less, and within one mile of such office in other cities or towns. Beyond these limits the company does not undertake to make delivery, but will, without liability, at the sender's request, as his agent and at his expense, endeavor to contract for him for such delivery at a reasonable price.
5. No responsibility attaches to this company concerning messages until the same are accepted at one of its transmitting offices; and if a message is sent to such office by one of the company's messengers, he acts for that purpose as the agent of the sender.
6. The company will not be liable for damages or statutory penalties in any case where the claim is not presented in writing within sixty days after the message is filed with the company for transmission. In the case of intrastate messages in Texas the company will not be liable for damages or statutory penalties in any case where the claim is not presented in writing within ninety-five days after the cause of action, if any, shall have accrued.
7. It is agreed that in any action by the company to recover the tolls for any message or messages the prompt and correct transmission and delivery thereof shall be presumed, subject to rebuttal by competent evidence.
8. Special terms governing the transmission of messages according to their classes, as enumerated below, shall apply to messages in each of such respective classes in addition to all the foregoing terms.
9. No employee of the company is authorized to vary the foregoing.

THE WESTERN UNION TELEGRAPH COMPANY
INCORPORATED
R. B. WHITE, PRESIDENT

CLASSES OF SERVICE

TELEGRAMS

A full-rate expedited service.

NIGHT MESSAGES

Accepted up to 2:00 A.M. at reduced rates to be sent during the night and delivered not earlier than the morning of the ensuing business day.

Night Messages may at the option of the Telegraph Company be mailed at destination to the addressees, and the Company shall be deemed to have discharged its obligation in such cases with respect to delivery by mailing such night messages at destination, postage prepaid.

DAY LETTERS

A deferred day service at rates lower than the standard telegram rates as follows: One and one-half times the standard night letter rate for the transmission of 50 words or less and one-fifth of the initial rates for each additional 10 words or less.

SPECIAL TERMS APPLYING TO DAY LETTERS:

In further consideration of the reduced rate for this special Day Letter service, the following special terms in addition to those enumerated above are hereby agreed to:

A. Day Letters may be forwarded by the Telegraph Company as a deferred service and the transmission and delivery of such Day Letters is, in all respects, subordinate to the priority of transmission and delivery of regular telegrams.

B. This Day Letter is received subject to the express understanding and agreement that the Company does not undertake that a Day Letter shall be delivered on the day of its date absolutely, and at all events; but that the Company's obligation in this respect is subject to the condition that there shall remain sufficient time for the transmission and delivery of such Day Letter on the day of its date during regular office hours, subject to the priority of the transmission of regular telegrams under the conditions named above.

NIGHT LETTERS

Accepted up to 2:00 A.M. for delivery on the morning of the ensuing business day, at rates still lower than standard night message rates, as follows: The standard telegram rate for 10 words shall be charged for the transmission of 50 words or less, and one-fifth of such standard telegram rate for 10 words shall be charged for each additional 10 words or less.

SPECIAL TERMS APPLYING TO NIGHT LETTERS:

In further consideration of the reduced rates for this special Night Letter service, the following special terms in addition to those enumerated above are hereby agreed to:

Night Letters may at the option of the Telegraph Company be mailed at destination to the addressees, and the Company shall be deemed to have discharged its obligation in such cases with respect to delivery by mailing such Night Letters at destination, postage prepaid.

FULL RATE CABLES

An expedited service throughout. Code language permitted.

DEFERRED HALF-RATE CABLES

Half-rate messages are subject to being deferred in favor of full rate messages for not exceeding 24 hours. Must be written in plain language.

CABLE NIGHT LETTERS

An overnight service for plain language communications, at one-third the full rate, or less. Minimum of 25 words charged for. Subject to delivery at the convenience of the Company within 24 hours.

SHIP RADIOGRAMS

A service to and from ships at sea, in all parts of the world. Plain language or code language may be used.

Counter 51517

Cochran Co Bdry, line #3

Established Boundaries adopted
art 1606 R.C.S. 1925.

see Peos vs Brewster 250 SW Page 310 O.T.

11 Stephens vs Palo Pinto 155 SW. 1006 O.T.

Travis vs Union H 2nd SW - 610 West Emory
dis. 15^{2nd} SW 577.

Morgan vs Lynn 42^{2nd} SW 627 - Res supra
58 SW 2nd 241 O.T.

Hutchinson vs Carson 832nd 699 O.T.

Count is on
9 - but 11.

Sept. 25
1919.

New Mexico

5-27-31
County 51536

Yookum

Cochran

Bailey

Gaines Co
Harris (Approved)

Harris (Approved)

Williams - For Hackley Co
True North

887 VS

Harris (Approved)

Jerry

Hackley

Lamb

Harris (Approved)
Newson Co

Harris (Approved)

Harris 30M + 62YS (Approved)

585 VS

Crews Line (Rejected)

Borden

Lynn

Rubbert

Wale

3-19-37

Harris (Approved)

Harris (Approved)

Benny Co

Garza

Crosby

Floyd

Harris (Approved) Kent

Harris (Approved) Dickens

Jones Cor Harris 30M (Approved)

Millington Cor

Harris 30M (Approved)

Harris 30M (Approved)

Harris 30M

Harris (Approved)

Tilson Line

Harris (Approved)

↑

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↑

W. J. WILLIAMS
LICENSED LAND SURVEYOR
REGISTERED PROFESSIONAL ENGINEER
P. O. Box 1272
PLAINVIEW, TEXAS

Giles 2

making a straight line between the two corners.

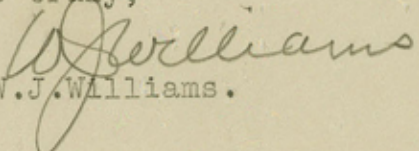
The above named Lawyers think it would materially aid their cause for you to testify that the records of your office show that the Tilson Corner, later marked additionally by Surveyor Twitchell, as the southwest corner of Lamb County and at the time of the Chapman judgement, which was finally upheld by the higher courts, ~~the same point~~ was the corner of Lamb County.

I would like for you to indicate whether you could attend court to testify and whether you should bring certified copies of the records as they stood at the time Judge Chapman handed down his decision. When did you first go to work in the Land Office?

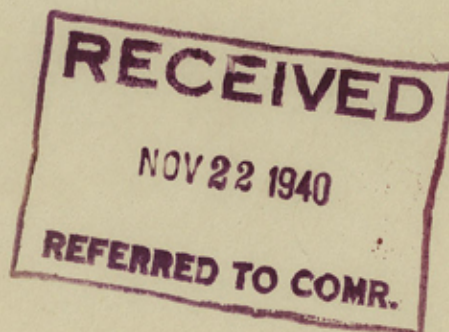
If you could not come, what about Mr. Atlee, the Chief Draftsman?

I have gone into detail so far, so that you will know about what the line of questions would be and enable you to refresh your memory and get all the information you would be expected to have, in order to be of most assistance to the court.

Yours truly,


W.J. Williams.

W. J. WILLIAMS
LICENSED LAND SURVEYOR
REGISTERED PROFESSIONAL ENGINEER
P. O. Box 1272
PLAINVIEW, TEXAS



Plainview, Texas,
November 20, 1940.

Hon. Bascom Giles, Commissioner,
General Land Office,
Austin, Texas.

Dear Sir:

Cochran County has sued Hockley County and Bailey County has sued Lamb County to determine the lines separating them and the cases are combined and to be tried December 9 at Lubbock I remember. Judge E.L.Klett, Lubbock, represents Hockley County and Judge E.A.Bills, Littlefield, represents Lamb County.

HISTORY:

In 1910, after it was organized, Lamb County employed surveyor W.H.Tilson to run and mark its boundaries, after undertaking to meet all statutory requirements as to notice to adjoining counties, Surveyor Tilson ran and marked the north, west and south lines of Lamb County and reported same to Land Office. His report was approved. In 1911, Art 1400 of the R.C.S. undertook to ratify this line. About 1916, Lamb County decided the lines were getting obliterated on the north and west sides and employed W.D.Twichell to run and remark the lines. Bailey was attached to Castro County for Judicial purposes and its County Court employed me to represent Castro and Bailey Counties. Mr. Twichell and I met at the N.E. corner of Lamb County and retraced the line west for about 15 miles when other work required me and Mr. Twichell finished the job to the southwest corner of Lamb County. In 1925, the New Statutes, Art. 1606 again ratified the line.

About 1930 in a suit between Lynn and Garza Counties in which about 11 counties finally joined, Judge W.R.Chapman found that the southwest corner of Hockley County should be 30 miles west of the Jones southwest corner of Lubbock County, and that its northwest corner should be the "Southwest corner of Lamb County". Later, A.L. Harris set a monument 30 miles west of the Jones southwest corner of Lubbock County for the southwest corner of Hockley County.

About 1937, Cochran County named Mr. Harris to mark its east line and Hockley County employed me to meet and assist him. We met at the S.W. corner of Hockley as marked by Mr. Harris, on the date set, agreed on that corner but disagreed as to where the north end of the line should be. We certified our differences to the Land Commissioner, furnished him with a copy of the Chapman Judgement, and he ruled that the "Tilson Corner" was the southwest corner of Lamb County and instructed us to make it the northwest corner of Hockley County. Mr. Harris refused to cooperate and I ran the line

CLASS OF SERVICE

This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable symbol above or preceding the address.

of R

WESTERN UNION

RECEIVED 1220
NOV 22 1940

SYMBOLS	
DL	= Day Letter
NL	= Night Letter
LS	= Deferred Cable
NLT	= Cable Night Letter
Ship Radiogram	

R. B. WHITE
PRESIDENT

NEWCOMB CARLTON
CHAIRMAN OF THE BOARD

J. C. WILLEVER
FIRST VICE-PRESIDENT

The filing time shown in the date line on telegrams and day letters is STANDARD TIME at point of origin. Time of receipt is STANDARD TIME at point of destination.

D367 193 DL 1/140=LUBBOCK TEX 22 251P

HON BASCOM GILES=

1940 NOV 22 PM 3 41

LAND COMMISSIONER AUSTIN TEX=

REFERRED TO MAIL
+ Copy

JUST RECEIVED BLUE PRINTS HOCKLEY AND COCHRAN COUNTIES INDICATING THAT COMMON BOUNDARY LINE OF TWO COUNTIES DOES NOT CONNECT WITH SOUTHWEST CORNER OF LAMB AS HELD BY SUPREME COURT IN LYNN COUNTY VERSUS GARZA COUNTY FIFTY-EIGHT SOUTHWESTERN (SECOND) TWENTY-FOUR AFFIRMING JUDGMENT DISTRICT COURT REQUIRING SAID COMMON BOUNDARY LINE TO BE RUN NORTH FROM COMMON CORNER OF HOCKLEY COCHRAN TERRY AND YAOKUM TO SOUTHWEST CORNER LAMB COUNTY, WHICH I UNDERSTAND IS CORNER ESTABLISHED BY TILSON AND BY WILLIAMS AND TWICHELL. PLEASE WIRE COLLECT EXPLANATION THIS APPARENT DISCREPANCY. I CALL ATTENTION TO COMMISSIONER MCDONALD'S LETTER TO JUDGES OF HOCKLEY AND COCHRAN COUNTIES AUGUST FIFTH NINETEEN THIRTY-SEVEN HOLDING THAT TILSON CORNER IS SOUTHWEST CORNER OF LAMB AND THAT PROPER MANNER TO RUN WEST LINE OF HOCKLEY IS TO PROCEED IN A STRAIGHT LINE FROM SOUTHWEST CORNER OF HOCKLEY TO SAID TILSON CORNER. ALSO WIRE WHETHER LAND OFFICE RECEIVED, FILED AND APPROVED WILLIAMS REPORT OF SURVEY SAID BOUNDARY LINE TO CONNECT WITH SAID TILSON CORNER. IF SO, PLEASE MAIL CERTIFIED COPY IMMEDIATELY. IF IN NINETEEN THIRTY-FIVE OR AFTER YOUR OFFICE ADOPTED SAID LINE AND CORRECTED MAP ACCORDINGLY PLEASE SEND CERTIFIED COPY SUCH MAP=

E L KLETT.

THE COMPANY WOULD APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

Counter 51533

W. J. Williams
Plainview, Texas.

825



HOTEL STEPHEN F. AUSTIN

Operated By Stephen F. Austin Hotel Company

AUSTIN, TEXAS

December 14 1938

RECEIVED

DEC 15 1938

REFERRED TO MAP

Affiliated NATIONAL HOTELS

Alabama
Birmingham
HOTEL
THOMAS JEFFERSON

★

Illinois
Rockford
HOTEL FAUST

★

Louisiana
New Orleans
HOTEL JUNG
HOTEL DE SOTO

★

Mississippi
Bilbao
HOTEL RIVIERA
Meridian
HOTEL LAMAR

★

New Mexico
Clovis
HOTEL CLOVIS

★

Oklahoma
Oklahoma City
OKLAHOMA BILTMORE
Okmulgee
HOTEL BELMONT
Muskogee
HOTEL HUBER
Sapulpa
HOTEL SAFPULPA
Wewaka
HOTEL ALDRIDGE

★

Texas
Austin
HOTEL
STEPHEN F. AUSTIN
Big Spring
HOTEL SETTLES

Brownwood
HOTEL BROWNWOOD
HOTEL SOUTHERN

Cisco
HOTEL LAGUNA
Dallas
HOTEL CLIFF TOWERS

Donna
HOTEL DONNA

El Paso
HOTEL CORTEZ
Fort Worth
HOTEL TEXAS

Galveston
HOTEL BUCCANEER
HOTEL JEAN LAFITTE

CORONADO COURTS
MIRAMAR COURT
HOTEL CAVALIER

Lubbock
HOTEL LUBBOCK

Marlin
HOTEL FALLS

Ranger
HOTEL GHOLSON
San Angelo
HOTEL CACTUS

San Antonio
ANGELES COURTS

★

Virginia
Mountain Lake
HOTEL
MOUNTAIN LAKE

Counters 51532

Hon. Wm. H. McDonald,
Commissioner General Land Office,
Austin, T e x a s.

Dear Sir:

Herewith I hand you my report of
Survey of line between Hockley and Cochran
Counties.

This survey is made in accordance
with your instructions dated August 5th, 1937,
to the County Judges of Hockley and Cochran
Counties, instructing them that the line should
connect the N. W. corner of Terry County as
marked by Mr. A. L. Harris with the S. W. corner
of Lamb County as marked by Surveyor W. H. Tilson,
in 1910.

Yours respectfully,

W. J. Williams

December
22
1938

Mr. W. J. Williams
Plainview, Texas

Dear Sir:

We are returning your report of survey of line between Hockley and Cochran County with one requirement of correction and two suggestions of addition before we can approve this work.

The statute governing the marking of county lines states "----at the end of each mile in said boundary a like post, mound or stone monument shall be established." We have no alternative but to insist that the county line be run in mile intervals and be so marked./

In the matter of approval by the County Judge of Hockley and Cochran Counties we would like to have this done in a more formal manner. There are a number of satisfactory forms. As a suggestion, we are enclosing a form that has been used on other county lines and that we consider satisfactory.

In this office we have no record of the subdivisions of the County School Land leagues through which this county line passes, so for "correcting abstract" purposes, we would like to have shown the proportion in which the county line divides the leagues as a unit.

When these matters have been taken care of we will proceed with our examination and approval of your report.

Very truly yours,

Commissioner

By
Barrow
acb

enc.

COMMISSIONERS:

J. R. WARD, PRECINCT No. 1
C. H. HICKMAN, PRECINCT No. 2
G. W. HARGROVE, PRECINCT No. 3
W. W. SMITH, PRECINCT No. 4

COUNTY OF COCHRAN



MORTON, TEXAS

G. A. GRAHAM, COUNTY JUDGE
J. B. KNOX, COUNTY AND DISTRICT CLERK
LOYD R. KENNEDY, COUNTY ATTORNEY
W. B. LACKEY, COUNTY TREASURER
TOM C. STANDEFER, SHERIFF, TAX
COLLECTOR AND ASSESSOR

Pg. 2.

The approval and filing of the field notes of a survey of the line, it seems to Cochran County, would tend only to complicate and make more involved the litigation that Cochran County and the other interested Counties will become involved in.

The Commissioner's Court of Cochran County appreciates the position that the Land Commissioner is placed in; but respectfully suggests that the record in such office should not be further complicated at this time by the approval and filing of any field notes of any surveyor for either of the two interested counties.

Very respectfully yours,

THE COMMISSIONERS COURT OF COCHRAN
COUNTY, TEXAS.

By:

G. A. Graham
G. A. Graham, County Judge.

COMMISSIONERS.

J. F. WARD, PRECINCT No. 1
C. H. HICKMAN, PRECINCT No. 2
G. W. HARGROVE, PRECINCT No. 3
W. W. SMITH, PRECINCT No. 4

COUNTY OF COCHRAN



MORTON, TEXAS
May 10, 1938.

G. A. GRAHAM, COUNTY JUDGE
J. B. KNOX, COUNTY AND DISTRICT CLERK
LOYD R. KENNEDY, COUNTY ATTORNEY
W. B. LACKEY, COUNTY TREASURER
TOM C. STANDEFER, SHERIFF, TAX
COLLECTOR AND ASSESSOR

RECEIVED

MAY 12 1938

2142

Hon. W. H. McDonald,
Land Commissioner for the State of Texas,
Austin, Texas.

REFERRED TO MAP

RE: Boundary Line between Hockley and Cochran
Counties.

Dear Sir,

You will recall that this Boundary Line between these two counties has been in controversy now for several years, such controversy growing out of a judgment of the Supreme Court of Texas in the case of Garza County vs. Lynn County, et al.

In an effort to carry out the mandate of the Supreme Court in such judgment set out, the two counties, as the law directs, set about to have the line surveyed and marked on the ground by their respective surveyors. The surveyors could not agree on the northern terminus of the line, and the matter was ultimately presented to the Land Commissioner. In the opinion of the said Commissioner, the clause "until the north-east corner of Cochran County and the North-west corner of Hockley County is changed", was used.

As mentioned by Counsel for the Land Commissioner at the hearing mentioned, the opinion of such commissioner would not be binding on the interested counties - that only the courts of the State can finally settle these County Line Boundary disputes.

Now one W. J. Williams, Surveyor for Hockley has run out and has prepared field notes for a purported line between the two counties. This will advise the Land Commissioner that Cochran County in nowise recognizes such line as the true and lawful line between the two counties, and that Cochran County, having exhausted its efforts to settle the matter amicably between the two counties, will shortly bring its action in a District Court of competent jurisdiction to have the boundary line finally adjudicated.

Cochran County gives you this letter stating its intention in the premises, in the hope that your office will not approve and file for record the field notes of any survey by any surveyor for any county until this dispute is settled in the Courts of the state.

May 14, 1938

Hon. G. A. Graham
County Judge Cochran County
Morton, Texas

Re: Boundary Line - Hockley and Cochran Counties

Dear Sir:

This will acknowledge receipt of your letter of the 10th inst. relative to the boundary line between the above mentioned counties.

We are placing your letter with the Cochran-Hockley Counties Boundary File, and wish to assure you that no action pertaining to the recognition of any boundary line survey made by one surveyor and not meeting with the approval of both counties, would be considered by this Department.

Very truly yours

Commissioner

Shirriffs/LM



General Land Office

State of Texas

Austin

WM. H. McDONALD, COMMISSIONER
BERT V. BOLLINGER, CHIEF CLERK

Thereupon the problem becomes simplified to the
of finding out the proper location of said southwest
corner of Lamb County and southeast corner of Bailey County.
These counties not being parties to the suit of Garza County
vs Lynn County we must look elsewhere for the location of
said corner. In so doing we find that in 1910 the north,
west and south lines of Lamb County were run out by Mr. W.
H. Tilson and a corner established as the southwest corner
of Lamb County and southeast corner of Bailey County. We
find from instruments on file in the General Land Office
that this survey was approved by the then Commissioner and
said corner recognized. We do not find that such recogni-
tion of such corner has ever been withdrawn or changed in
any manner, nor do we find that any court has ever decreed
said corner to be in any place other than that established
by the said W. H. Tilson.

X We are therefore forced to the conclusion that in
so far as this office is concerned, unless and until the
southwest corner of Lamb County and the southeast corner
of Bailey County is adjudicated to be in some place other
than that established by the said Tilson, we are under the
legal obligation to hold and consider that the southwest
corner of Lamb County and the southeast corner of Bailey
County is at said point established by the said Tilson.

This being the situation, you are instructed in
accordance with Art. 1589 Revised Civil Statutes of Texas,
that unless and until the aforesaid southwest corner of
Lamb County and southeast corner of Bailey County is ad-
judged and decreed to be at some place other than that
established by the said W. H. Tilson, the proper manner
in which to run the west line of Hockley County and the
east line of Cochran County is to begin at the common
corner of Hockley, Cochran, Yoakum and Terry Counties,
which point was agreed upon by the surveyors, and from
that point proceed in a straight line to the aforesaid
southwest corner of Lamb County and southeast corner of
Bailey County as established by the said W. H. Tilson in
1910 and recognized and approved by the then Commissioner
of the General Land Office. X

Yours very truly,

Commissioner

G. Owen:el
cc: L. R. Crockett, Olton, Texas
M. G. Miller, Muleshoe, Texas.
A. L. Harris, Lubbock, Texas
E. A. Bills, Littlefield, Texas
W. J. Williams, Plainview, Texas
Associated Press, City

Count 51529



WM. H. McDONALD, COMMISSIONER
BERT V. BOLLINGER, CHIEF CLERK

General Land Office

State of Texas

Austin
August
Fifth
1937

Hon. Alvin R. Allison,
County Judge,
Levelland, Texas.
and
Hon. G. A. Graham,
County Judge,
Morton, Texas.

Gentlemen:

In compliance with your requests of recent date, and the accompanying statements of the surveyors and other instruments, and in accordance with the provisions of Art. 1589 Revised Civil Statutes of Texas, very careful consideration has been given to the arguments, the evidence and the authorities with reference to the proper instructions to be given for the running of the west line of Hockley County and the east line of Cochran County. After due consideration of all items pertaining to this line, including the instruments on file in the Land Office, we have reached the conclusion that, under the law, the following should apply:

It is a well settled principle of the law of surveying that a call for course and distance must give way to a call for a specific point or object. We find that in the judgment in the case of Garza County vs. Lynn County the court decreed as follows: "That the west boundary line of Hockley County and the east boundary line of Cochran County is a straight line extending south and north, having for its southern end the common corner of Hockley, Cochran, Yoakum and Terry Counties as heretofore adjudged, and from said point extending due north on the meridian to the southwest corner of Lamb County and the southeast corner of Bailey County". Applying the legal principle to the above portion of said decree of the court it would appear clear that said line must be run from the common corner mentioned on the south to the said southwest corner of Lamb County and the southeast corner of Bailey County on the north. It is believed that the line must be run to the specific point mentioned, and that the call "extending due north" must yield to whatever variance is found necessary in order to place the north end of the line at the aforesaid southwest corner of Lamb County and southeast corner of Bailey County.

E. A. BILLS
LAWYER
LITTLEFIELD, TEXAS

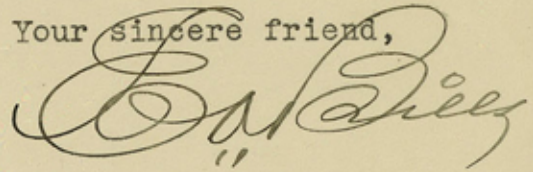
Page 4

In conclusion let me repeat that in my opinion there can be no question about the present boundary line between Lamb and Bailey for the reasons above stated. Also, in my opinion, for the same reasons there can be no questions about the fact that the Tillotson corner is an established and recognized corner. If that is true it appears to me, as I have stated above, that the only correct survey of a line between Cochran and Hockley, is a survey beginning at the recognized southwest corner of Hockley and the southeast corner of Cochran and running in a northerly direction to the Tillotson corner.

I trust you will consider this letter in connection with your consideration of the dispute between Cochran and Hockley ~~for~~ whatever it is worth.

With kindest personal regards, I am

Your sincere friend,



EAB:EJ

E. A. BILLS
LAWYER
LITTLEFIELD, TEXAS

Page 3

Terry, and running northward to the Tillotson corner, the Tillotson corner being the north end of such line and the common corner of Hockley, Cochran, Yoakum and Terry being the south end of such line. While it may be that no such line has been actually marked out on the ground between Cochran and Hockley, still there is such a line running from the south corner mentioned northward to the Tillotson corner, and such line has been used all these years by Cochran and Hockley. The two counties of Cochran and Hockley have collected taxes, created voting boxes, summoned jurors, laid out school districts, and done many other things with reference to the Tillotson corner and have recognized as their boundary line a line beginning at the common corner of Hockley, Cochran, Yoakum and Terry and running northward to the Tillotson corner; and since the Tillotson corner was established something like 30 years ago and has been used and recognized as the common corner of Lamb, Bailey, Cochran and Hockley, it appears to me that the correct boundary line that should be surveyed between Cochran and Hockley is a line beginning at the recognized southwest corner of Hockley and southeast corner of Cochran and running northward to the Tillotson corner, which is without dispute an established, recognized and common corner.

I know you are as familiar with the law and with the decisions of our courts as I am and I do not want to appear presumptuous; however, I call your attention to Article 1606 of our revised statutes which provides that boundaries of counties in this state as now recognized and established are the true boundaries. This was Article 1400 of our old statutes. From this it appears to me that the Tillotson corner has been by law made the true common corner of Lamb, Bailey, Cochran and Hockley.

The Supreme Court of this state adopted the opinion of the Commissioner of Appeals in the case of Lynn County, et al Vs. Garza County, et al, 58 S.W. (2) 24. In that case Judge Sharp, speaking for the court, approved the findings of the Trial Court which found that the south boundary line of Lamb County, which is the common line between Lamb and Hockley is an established and recognized line. Now, I call your attention to the fact that the Tillotson corner is ~~not~~ this common boundary line. This case also gives effect to Article 1606 and approves same and holds that a line between two counties which has been recognized as such is the true line though not mathematically correct.

In this connection I also call your attention to the following cases:

Stevenson County vs the Palo Pinto County, 155, S.W. 1006
Hale County vs Lubbock County, 194 S. W. 678
Hunt County vs Rains County, 7 S. W. (2) 648

E. A. BILLS
LAWYER
LITTLEFIELD, TEXAS

Page 2

About 30 years ago, in the year 1908 or the year 1910, Mr. Tillotson surveyed the south boundary line of Lamb County and also the west boundary line of Lamb County and marked the lines upon the grounds, and in doing so he established a corner which we have called the Tillotson's Corner and this corner marks the southwest corner of Lamb County which is also the common corner of Cochran and Hockley Counties, being the northeast corner of Cochran and the northwest corner of Hockley.

Mr. Tillotson actually surveyed on the ground and marked the common line between Bailey and Lamb which is the west line of Lamb and the east line of Bailey. As I stated above this was done many years ago either in 1908 or 1910, I have forgotten which. Later on the line between Bailey and Lamb was again surveyed and marked on the ground which was the same line as that established by Tillotson. Both of these surveys used the corner first established by Tillotson which is the common corner of Lamb, Bailey, Cochran and Hockley and has always been. Ever since the common boundary line between Bailey and Lamb was established by Tillotson and later on by W. D. Twichell the two counties of Bailey and Lamb have always recognized this survey and have collected taxes, created voting boxes, summoned jurors, and made school districts in accordance with this well established and recognized line between Bailey and Lamb. In my opinion there can be no good faith dispute as to the boundary line between Lamb and Bailey. Not only has this line been recognized by the two counties but the Legislature of this state has twice validated this boundary line. Article 1400 of the old statutes validated this line and again Article 1606 of the present statutes validated the survey, and under the rulings of the courts I do not see how there can be any question about the boundary line between Lamb and Bailey Counties.

Now, let us get down to the dispute between Cochran and Hockley Counties, or rather the dispute by Cochran County. I am sure that you will find from talking with the County Judge of Hockley County and others who may be present at the hearing Friday and from the evidence that will be furnished by Surveyor Williams, who will be present, that Cochran County and Hockley County have during all these years recognized and used the Tillotson corner. Now the common corner of Hockley, Cochran, Yoakum and Terry is well established and there is no dispute about that, so I understand. The Tillotson corner was also established as the common corner of Lamb, Bailey, Cochran and Hockley, as aforesaid, and in my opinion there is no dispute about that. This Tillotson corner has always, as I understand it, been recognized as the northeast corner of Cochran and the northwest corner of Hockley. Now, it might be shown that there has not been an actual survey of the line between Cochran and Hockley; but I think you will find it undisputed that the two counties have for many years used as their boundary line a line beginning at the common corner of Hockley, Cochran, Yoakum, and

E. A. BILLS
LAWYER
LITTLEFIELD, TEXAS

July 29, 1937

4234
RECEIVED

JUL 30 1937

Honorable Wm. H. McDonald
Commissioner General Land Office
Austin, Texas

REFERRED TO LAW

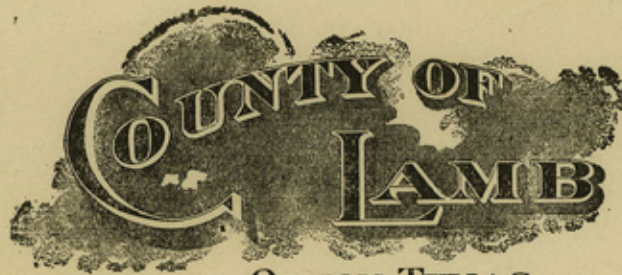
Dear Commissioner McDonald:

Owen

In connection with the hearing to be held in your office tomorrow concerning the dispute between Cochran County and Hockley County over their common boundary line I beg to make a few observations. Lamb County is not directly involved in the hearing before you nor in the dispute between Cochran County and Hockley County. However, if there should arise a suit in the district court between Cochran and Hockley Counties as to the common boundary line such suit may indirectly affect Lamb County and Bailey County. The fact is there has been some hint to the effect that if Cochran County does sue Hockley County, then that Bailey County and Lamb County will be made parties to the suit. I am somewhat familiar with the dispute between Cochran County and Hockley County. I have met with the commissioners of Lamb County on two or three occasions when the matter has been discussed, and was also present when the commissioners of Hockley County and the commissioners of Lamb County discussed these matters together, the commissioners of Lamb County and the county judge thereof have consulted me several times about the boundary dispute. Lamb County was not notified to be present at the hearing in your office tomorrow for the reason that at present there is no manifest dispute between Bailey and Lamb Counties over their common boundary line, and I am writing this letter solely of my own accord and not of the request of the officers of either county, and you will please consider this letter more as an Amicus Curae suggestion rather than as being authorized by Lamb County.

Bailey County lies west of Lamb County. Cochran County lies west of Hockley County and Cochran and Hockley Counties are south of Bailey and Lamb Counties, and an extension of the south boundary line of Lamb County, which is also the north boundary line of Hockley County, has been recognized and used as the common boundary line between Bailey and Cochran, such extension being the south line of Bailey and the north line of Cochran. The west line of Lamb, which is the east line of Bailey and the common line between Lamb and Bailey is a well-established and recognized line between Lamb and Bailey, and the extension of said line south has been used and recognized by Cochran and Hockley Counties as their common boundary line, such extension being the east line of Cochran and the west line of Hockley, and the four counties, Lamb, Bailey, Cochran, and Hockley, have for years and years recognized and used as their common corner that certain corner established by Mr. Tillotson about 30 years ago. The Tillotson corner is the southwest corner of Lamb, the southeast corner of Bailey, the northeast corner of Cochran and the northwest corner of Hockley.

L. R. CROCKETT,
COUNTY JUDGE
STANLEY A. DOSS,
COUNTY CLERK
ROY GILBERT,
TAX ASSESSOR AND COLLECTOR
J. R. BILLY HALL,
COUNTY ATTORNEY
MRS. W. P. MCDANIEL,
COUNTY TREASURER
F. O. BOLES,
COUNTY SUPERINTENDENT
I. B. HOLT,
DISTRICT CLERK
F. A. LOYD,
SHERIFF



OLTON, TEXAS

July 28, 1937

R. D. BRYANT,
COMMISSIONER PRECINCT NO. 1
PAUL LEWIS,
COMMISSIONER PRECINCT NO. 2
G. M. VANN,
COMMISSIONER PRECINCT NO. 3
W. H. HIRAM BELL,
COMMISSIONER PRECINCT NO. 4

Honorable Wm. H. Mc Donald
Commissioner of Land Office
Austin, Texas

Dear Mr. McDonald:

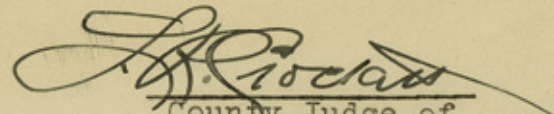
I regret very much that it is impossible for me to be in Austin Friday at the hearing on the boundary line between Cochran County and Hockley County, but it is impossible for me to be there on account of some pressing business for Lamb County at this time. However, Hockley County will be represented and Mr. W. J. Williams, surveyor, knows all the facts in connection with our boundary, and he will be able to explain same to you fully.

Furthermore, there is on file in your office a statement made by the county judge and commissioner of Lamb County sometime ago to the effect that Lamb County does not recognize the surveys made by A. L. Harris. Lamb County and Bailey County have both for years and years recognized and used the line between Bailey and Lamb as surveyed by Mr. Tillotson about 30 years ago, and have recognized and used the Tillotson's corner established by him as the Southwest corner of Lamb County and the Southeast corner of Bailey County, which survey and corner have been twice validated by the legislature, and which is now Article 1606. The same survey was also marked out by W. D. Twichell.

My understanding is, after looking into the matter carefully, that the Tillotson corner has always been recognized as the common corner of Lamb, Bailey, Cochran and Hockley Counties and there has been no other contention or dispute until set up by A. L. Harris. Taxes have been collected and voting boxes have been created according to that corner. Until A. L. Harris recently brought the matter up and promoted his survey the people were all satisfied so far as I have been able to find out, and I think they would be again with the recognized lines when the matter is finally decided.

I am sure that your decision in the matter will be fair and proper. When I can serve you in any way let me know.

Yours very truly,


County Judge of
Lamb County, Texas

LRC:EO

Count 5/521

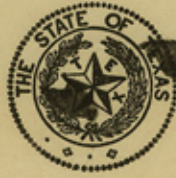
2679

COMMISSIONERS:

J. R. WARD, Precinct No. 1
C. H. HICKMAN, Precinct No. 2
G. W. HARGROVE, Precinct No. 3
W. W. SMITH, Precinct No. 4

G. A. GRAHAM, County Judge
J. B. KNOX, County and District Clerk
LOYD R. KENNEDY, County Attorney
W. B. LACKEY, County Treasurer
TOM C. STANDEFER, Sheriff, Tax
Collector and Assessor

COUNTY OF COCHRAN



MORTON, TEXAS

July 26 1937

Hon. WM. H. McDonald, Commissioner
Austin, Texas

Dear Sir:

I received your letter of July 17 in which you call a conference on boundary line dispute between Cochran and Hockley counties, also your telegram of later date changing the date of the conference to July 30th.

The date established meets my convenience and I intend to be there.

Yours very truly,

G. A. Graham
County Judge

RECEIVED

JUL 27 1937

REFERRED TO MAP

Counter 51520

ALL MESSAGES TAKEN BY THIS COMPANY ARE SUBJECT TO THE FOLLOWING TERMS:

To guard against mistakes or delays, the sender of a message should order it repeated, that is, telegraphed back to the originating office for comparison. For this, one-half the unrepeated message rate is charged in addition. Unless otherwise indicated on its face, this is an unrepeated message and paid for as such, in consideration whereof it is agreed between the sender of the message and this company as follows:

1. The company shall not be liable for mistakes or delays in the transmission or delivery, or for non-delivery, of any message received for transmission at the unrepeated-message rate beyond the sum of five hundred dollars; nor for mistakes or delays in the transmission or delivery, or for non-delivery, of any message received for transmission at the repeated-message rate beyond the sum of five thousand dollars, *unless specially valued*; nor in any case for delays arising from unavoidable interruption in the working of its lines; nor for errors in cipher or obscure messages.
2. In any event the company shall not be liable for damages for mistakes or delays in the transmission or delivery, or for the non-delivery, of any message, whether caused by the negligence of its servants or otherwise, beyond the sum of five thousand dollars, at which amount each message is deemed to be valued, unless a greater value is stated in writing by the sender thereof at the time the message is tendered for transmission, and unless the repeated-message rate is paid or agreed to be paid, and an additional charge equal to one-tenth of one percent of the amount by which such valuation shall exceed five thousand dollars.
3. The company is hereby made the agent of the sender, without liability, to forward this message over the lines of any other company when necessary to reach its destination.
4. Domestic messages and incoming cable messages will be delivered free within one-half mile of the company's office in towns of 5,000 population or less, and within one mile of such office in other cities or towns. Beyond these limits the company does not undertake to make delivery, but will, without liability, at the sender's request, as his agent and at his expense, endeavor to contract for him for such delivery at a reasonable price.
5. No responsibility attaches to this company concerning messages until the same are accepted at one of its transmitting offices; and if a message is sent to such office by one of the company's messengers, he acts for that purpose as the agent of the sender.
6. The company will not be liable for damages or statutory penalties in any case where the claim is not presented in writing within sixty days after the message is filed with the company for transmission. In the case of intrastate messages in Texas the company will not be liable for damages or statutory penalties in any case where the claim is not presented in writing within ninety-five days after the cause of action, if any, shall have accrued.
7. It is agreed that in any action by the company to recover the tolls for any message or messages the prompt and correct transmission and delivery thereof shall be presumed, subject to rebuttal by competent evidence.
8. Special terms governing the transmission of messages according to their classes, as enumerated below, shall apply to messages in each of such respective classes in addition to all the foregoing terms.
9. No employee of the company is authorized to vary the foregoing.

THE WESTERN UNION TELEGRAPH COMPANY

INCORPORATED

R. B. WHITE, PRESIDENT

CLASSES OF SERVICE

TELEGRAMS

A full-rate expedited service.

NIGHT MESSAGES

Accepted up to 2:00 A.M. at reduced rates to be sent during the night and delivered not earlier than the morning of the ensuing business day.

Night Messages may at the option of the Telegraph Company be mailed at destination to the addressees, and the Company shall be deemed to have discharged its obligation in such cases with respect to delivery by mailing such night messages at destination, postage prepaid.

DAY LETTERS

A deferred day service at rates lower than the standard telegram rates as follows: One and one-half times the standard night letter rate for the transmission of 50 words or less and one-fifth of the initial rates for each additional 10 words or less.

SPECIAL TERMS APPLYING TO DAY LETTERS:

In further consideration of the reduced rate for this special Day Letter service, the following special terms in addition to those enumerated above are hereby agreed to:

A. Day Letters may be forwarded by the Telegraph Company as a deferred service and the transmission and delivery of such Day Letters is, in all respects, subordinate to the priority of transmission and delivery of regular telegrams.

B. This Day Letter is received subject to the express understanding and agreement that the Company does not undertake that a Day Letter shall be delivered on the day of its date absolutely, and at all events; but that the Company's obligation in this respect is subject to the condition that there shall remain sufficient time for the transmission and delivery of such Day Letter on the day of its date during regular office hours, subject to the priority of the transmission of regular telegrams under the conditions named above.

NIGHT LETTERS

Accepted up to 2:00 A.M. for delivery on the morning of the ensuing business day, at rates still lower than standard night message rates, as follows: The standard telegram rate for 10 words shall be charged for the transmission of 50 words or less, and one-fifth of such standard telegram rate for 10 words shall be charged for each additional 10 words or less.

SPECIAL TERMS APPLYING TO NIGHT LETTERS:

In further consideration of the reduced rates for this special Night Letter service, the following special terms in addition to those enumerated above are hereby agreed to:

Night Letters may at the option of the Telegraph Company be mailed at destination to the addressees, and the Company shall be deemed to have discharged its obligation in such cases with respect to delivery by mailing such Night Letters at destination, postage prepaid.

FULL RATE CABLES

An expedited service throughout. Code language permitted.

DEFERRED HALF-RATE CABLES

Half-rate messages are subject to being deferred in favor of full rate messages for not exceeding 24 hours. Must be written in plain language.

CABLE NIGHT LETTERS

An overnight service for plain language communications, at one-third the full rate, or less. Minimum of 25 words charged for. Subject to delivery at the convenience of the Company within 24 hours.

SHIP RADIOGRAMS

A service to and from ships at sea, in all parts of the world. Plain language or code language may be used.

Counter 51519

Cochran Co. Bdry. Ina #3

CLASS OF SERVICE DESIRED	
DOMESTIC	CABLE
TELEGRAM <input checked="" type="checkbox"/>	FULL RATE <input type="checkbox"/>
DAY LETTER <input checked="" type="checkbox"/>	DEFERRED <input type="checkbox"/>
NIGHT MESSAGE <input type="checkbox"/>	NIGHT LETTER <input type="checkbox"/>
NIGHT LETTER <input type="checkbox"/>	SHIP RADIOGRAM <input type="checkbox"/>

Patrons should check class of service desired; otherwise message will be transmitted as a full-rate communication.

WESTERN UNION

R. B. WHITE
PRESIDENT

NEWCOMB CARLTON
CHAIRMAN OF THE BOARD

J. C. WILLEVER
FIRST VICE-PRESIDENT

CHECK COLLECT PAID
ACCT'G INFMN.
TIME FILED 8:45 A M

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Austin, Texas, July 21, 1937

Mr. W. J. Williams,
Plainview, Texas.

Conference on boundary dispute changed to July
Thirtieth

WM H MCDONALD
Commissioner

JG/c

~~EXCELLE~~ PAID

CHARGE TO LAND OFFICE

CLASS OF SERVICE DESIRED	
DOMESTIC	CABLE
TELEGRAM	FULL RATE
DAY LETTER	DEFERRED
NIGHT MESSAGE	NIGHT LETTER
NIGHT LETTER	SHIP RADIOGRAM

Patrons should check class of service desired; otherwise message will be transmitted as a full-rate communication.

WESTERN UNION

R. B. WHITE
PRESIDENT

NEWCOMB CARLTON
CHAIRMAN OF THE BOARD

J. C. WILLEVER
FIRST VICE-PRESIDENT

CHECK
ACCTG INFMN.
TIME FILED
8:45 A M

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Austin, Texas, July 21, 1937

Hon. G. A. Graham,
County Judge,
Morton, Texas.

Conference on boundary dispute changed to
July Thirtieth

WM H MCDONALD
Commissioner

JG/c
PAID
CHARGE TO LAND OFFICE

THE QUICKEST, SUREST AND SAFEST WAY TO SEND MONEY IS BY TELEGRAPH OR CABLE.

Counter 5/5/6

ALL MESSAGES TAKEN BY THIS COMPANY ARE SUBJECT TO THE FOLLOWING TERMS:

To guard against mistakes or delays, the sender of a message should order it repeated, that is, telegraphed back to the originating office for comparison. For this, one-half the unrepeated message rate is charged in addition. Unless otherwise indicated on its face, this is an unrepeated message and paid for as such, in consideration whereof it is agreed between the sender of the message and this company as follows:

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3. The company is hereby made the agent of the sender, without liability, to forward this message over the lines of any other company when necessary to reach its destination.

4. Domestic messages and incoming cable messages will be delivered free within one-half mile of the company's office in towns of 5,000 population or less, and within one mile of such office in other cities or towns. Beyond these limits the company does not undertake to make delivery, but will, without liability, at the sender's request, as his agent and at his expense, endeavor to contract for him for such delivery at a reasonable price.

5. No responsibility attaches to this company concerning messages until the same are accepted at one of its transmitting offices; and if a message is sent to such office by one of the company's messengers, he acts for that purpose as the agent of the sender.

6. The company will not be liable for damages or statutory penalties in any case where the claim is not presented in writing within sixty days after the message is filed with the company for transmission. In the case of intrastate messages in Texas the company will not be liable for damages or statutory penalties in any case where the claim is not presented in writing within ninety-five days after the cause of action, if any, shall have accrued.

7. It is agreed that in any action by the company to recover the tolls for any message or messages the prompt and correct transmission and delivery thereof shall be presumed, subject to rebuttal by competent evidence.

8. Special terms governing the transmission of messages according to their classes, as enumerated below, shall apply to messages in each of such respective classes in addition to all the foregoing terms.

9. No employee of the company is authorized to vary the foregoing.

THE WESTERN UNION TELEGRAPH COMPANY

INCORPORATED

R. B. WHITE, PRESIDENT

CLASSES OF SERVICE

TELEGRAMS

A full-rate expedited service.

NIGHT MESSAGES

Accepted up to 2:00 A.M. at reduced rates to be sent during the night and delivered not earlier than the morning of the ensuing business day.

Night Messages may at the option of the Telegraph Company be mailed at destination to the addressees, and the Company shall be deemed to have discharged its obligation in such cases with respect to delivery by mailing such night messages at destination, postage prepaid.

DAY LETTERS

A deferred day service at rates lower than the standard telegram rates as follows: One and one-half times the standard night letter rate for the transmission of 50 words or less and one-fifth of the initial rates for each additional 10 words or less.

SPECIAL TERMS APPLYING TO DAY LETTERS:

In further consideration of the reduced rate for this special Day Letter service, the following special terms in addition to those enumerated above are hereby agreed to:

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B. This Day Letter is received subject to the express understanding and agreement that the Company does not undertake that a Day Letter shall be delivered on the day of its date absolutely, and at all events; but that the Company's obligation in this respect is subject to the condition that there shall remain sufficient time for the transmission and delivery of such Day Letter on the day of its date during regular office hours, subject to the priority of the transmission of regular telegrams under the conditions named above.

NIGHT LETTERS

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FULL RATE CABLES

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DEFERRED HALF-RATE CABLES

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CABLE NIGHT LETTERS

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SHIP RADIOGRAMS

A service to and from ships at sea, in all parts of the world. Plain language or code language may be used.

Counter 51515

Cochran Co. Adry. line #3

CLASS OF SERVICE DESIRED	
DOMESTIC	CABLE
TELEGRAM <input checked="" type="checkbox"/>	FULL RATE
DAY LETTER	DEFERRED
NIGHT MESSAGE	NIGHT LETTER
NIGHT LETTER	SHIP RADIOGRAM

Patrons should check class of service desired; otherwise message will be transmitted as a full-rate communication.

WESTERN UNION

R. B. WHITE
PRESIDENT

NEWCOMB CARLTON
CHAIRMAN OF THE BOARD

J. C. WILLEVER
FIRST VICE-PRESIDENT

CHECK
PAID
ACCT'G INFMN.
TIME FILED
8:45 A M

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Austin, Texas, July 21, 1937

Mr. A. L. Harris,
Lubbock, Texas.

Conference on boundary dispute changed to
July Thirtieth

WM H MCDONALD
Commissioner

JG/c
PAID
CHARGE TO LAND OFFICE

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THE WESTERN UNION TELEGRAPH COMPANY
INCORPORATED
R. B. WHITE, PRESIDENT

CLASSES OF SERVICE

TELEGRAMS

A full-rate expedited service.

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SHIP RADIOGRAMS

A service to and from ships at sea, in all parts of the world. Plain language or code language may be used.

Counter 51513

Cochran Co. Bdry. line #3

CLASS OF SERVICE DESIRED	
DOMESTIC	CABLE
TELEGRAM	<input checked="" type="checkbox"/> FULL RATE
DAY LETTER	DEFERRED
NIGHT MESSAGE	NIGHT LETTER
NIGHT LETTER	SHIP RADIOGRAM

Patrons should check class of service desired; otherwise message will be transmitted as a full-rate communication.

WESTERN UNION

R. B. WHITE
PRESIDENT

NEWCOMB CARLTON
CHAIRMAN OF THE BOARD

J. C. WILLEVER
FIRST VICE-PRESIDENT

CHECK COLLECT PAID
ACCT'G INFMN.
TIME FILED 8:45 A M

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Austin, Texas, July 21, 1937

Hon. Alvin R. Allison,
County Judge,
Levelland, Texas.

July Thirtieth set for conference STOP Have notified interested parties today by wire

WM H MCDONALD,
Commissioner

JG/c
~~COLLECT~~
PAID
CHARGE TO LAND OFFICE

Hon. Alvin R. Allison - Co judge
Levelland
Mr. H. J. Williams
Plainview -

Hon. E. A. Graham
Co. judge
Merton, Texas

Mr. A. L. Harris
Lubbock

Cochran Co. Bdry. line #3

CLASS OF SERVICE

This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable symbol above or preceding the address.

WESTERN UNION

R. B. WHITE
PRESIDENT

NEWCOMB CARLTON
CHAIRMAN OF THE BOARD

J. C. WILSON
FIRST VICE-PRESIDENT

SYMBOLS

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- NM = Night Message
- NL = Night Letter
- LC = Deferred Cable
- NLT = Cable Night Letter
- Ship Radiogram

(58)

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Midnight

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WILLIAM MCDONALD=

LAND COMMISSIONER AUSTIN TEX=

HAVE IMPORTANT MEETING SCHEDULED IN DALLAS ON AUGUST 2 PREVIOUS TO YOUR LETTER STOP MY COURT MEETS THE HIGHWAY COMMISSION 31 AND WOULD SUIT ME TO HAVE YOUR HEARING 30TH JULY AND WOULD SAVE ME AND MY COURT 2 DAYS LAYOVER ADVISE BY WIRE=

ALVIN R. ALLISON COUNTY JUDGE.

2392
1937 JUL 20 PM 1 58

Rec 7-20-37
Ref to Law

2 31 30TH 2.

Counter 51510

Cowan & Hookley Bn

July 17, 1937

Honorable G. A. Graham,
County Judge,
Morton, Texas.

Dear Judge:

In view of all the circumstances relating to the proper location of the boundary line between Cochran and Hockley counties, it appears that it might be advantageous to have a conference with all the interested parties.

This is therefore, to suggest that you, together with surveyor, A L Harris, and anyone else whom you desire to be present, arrange to be at the Land Office on the morning of Monday, August 2, 1937 for such conference.

We are notifying the representatives of Hockley county to the same effect, and trust that the conference may be held on said date and a solution satisfactory to all parties reached.

If, for any reason, you can not be present on August 2nd., please let us know as soon as convenient.

Very sincerely yours,

Commissioner

Owen:eb
cc: Mr A L Harris,
Lubbock, Texas

July 17, 1937

Honorable Alvin R. Allison,
County Judge,
Levelland, Texas.

Dear Judge:

In view of all the circumstances relating to the proper location of the boundary line between Hockley and Cochran Counties, it appears that it might be advantageous to have a conference with all the interested parties.

This is therefore, to suggest that you, together with surveyor, W J Williams, and anyone else whom you desire to be present, arrange to be at the Land Office on the morning of Monday, August 2, 1937 for such conference.

We are notifying the representatives of Cochran county to the same effect, and trust that the conference may be held on said date, and a solution satisfactory to all parties reached.

If, for any reason, you can not be present on August 2nd., please let us know as soon as convenient.

Very sincerely yours,

Commissioner

Owen:eb
cc: Mr W J Williams,
Plainview, Texas

17 4
8.8



A. L. HARRIS
 SURVEYING, BLUEPRINTING, PHOTOCOPYING AND MAPS
 PHONES: OFFICE 1303, RESIDENCE 130

COURT HOUSE, LUBBOCK, TEXAS

4272
 JUL 16 1937

July 15th, 1937.

REFERRED TO MAP

Hon. Wm. H. McDonald, Commissioner,
 Austin, Texas.

Dear Sir:-

On June 25th, I mailed you my report on the contested Cochran-Hockley County line, and as I have not yet received your instructions, just wondering if the report was received by your office, and when I may have your instructions as directed by the statutes.

You will recall that when Hon. G.A.Graham, County Judge of Cochran, Hon. R.A.Simms, County Judge of Terry, and Hon. M. G.Miller, County Judge of Bailey County, and myself visited your department some weeks past, we entered a firm protest against all bombastic claims, which we considered wholly unsubstantiated by Hockley County, in their effort to delay your Department from duly ABSTRACTING according to law, of the common boundary lines as surveyed and marked by me and duly approved and filed with your department as directed by the statutes on the following lines: Hockley-Terry, Cochran-Yoakum, Terry-Yoakum and Cochran-Bailey.

If you have received the Hockley appointed surveyor's report, you will note that they have abandoned their unwarranted claim that their south line as surveyed by me was not 30 miles long, hence they transfer their contention to their NW corner leaving this and other adjoining lines free to be abstracted without further delay.

Your fiscal year for abstract books is near, and I would greatly appreciate if you will write to the County Judges of the following counties, Terry, Hockley, Cochran and Yoakum that you are abstracting the Hockley-Terry, Terry-Yoakum and Yoakum-Cochran lines.

Yours very truly,

A. L. Harris

CERTIFIED COPY OF ORDER
APPOINTING SURVEYOR AND NOTICE
TO ADJOINING COUNTY.

THE STATE OF TEXAS: IN THE COUNTY COURT OF COCHRAN COUNTY,
COUNTY OF COCHRAN : TEXAS, MAY TERM, A. D. 1 9 3 7.

This the 25 day of May, A.D. 1937, came on to be considered the matter of legally surveying and marking on the ground, the East boundary Line of Cochran County; and it appears to the satisfaction of the Court that said line is not sufficiently and well defined, surveyed and marked upon the ground and surveyor's returns duly made to this court:

And the Court having read and approved the proposal of A.L. Harris, District Surveyor of Lubbock Land District, and a Licensed Land Surveyor, and a well experienced County Boundary Line Surveyor, of Lubbock, Texas, hereby appoints the said Harris, and directs him to begin at the Common Corner of Hockley County, Terry County, Yoakum County and therefrom to run a straight line Northward to the County Corner heretofore set by him to mark the Northwest Corner of Hockley County, the North East Corner of Cochran, and the Southeast Corner of Bailey County, which was heretofore legally approved by both Bailey and Cochran County as directed by law, which was placed by said Harris thirty miles due west of the Southwest Corner of Hale County as located on the ground by law, and as directed by the statute creating Lamb County.

It is further ordered, that said Harris begin said Survey on the 14th day of June, A.D. 1937, at 9 o'clock local mean time and to proceed with said Survey until completed.

And the County Clerk of this Court, is ordered to legally notify the adjoining Counties of this Order, Stating the time and place of beginning said Survey by the said A.L.Harris.

G.A.Graham,
County Judge, Cochran
County, Texas.

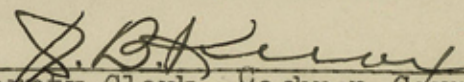
CLERK'S CERTIFICATE
- - - - -

THE STATE OF TEXAS:
COUNTY OF COCHRAN :

I, J.B.Knox, Clerk of the County Court, in and for Cochran County, Texas, do hereby certify that the above and foregoing instrument is a true and correct copy of a certain order, as the same appears of record in this office, said Order was made the 25th day of May, A.D. 1937, and filed for record in this office, the same date.

Witness my hand and seal of office, this the 21st day of June, A.D. 1937.

(SEAL)


County Clerk, Cochran County,
T e x a s.

R¹⁰

Counter 51506

#9

May I suggest that Hockley County, Lamb County and Mr. W.J. Williams, by "Blowing hot and cold" on the East and West ends of the common Hockley-Lamb county line, are not coming into your presence "with clean hands", especially is this more evident since Hockley County plead for their Statutory thirty miles square in Garza VS Lynn, yet in view of the strict interpretation of the Decree in said suit, their good neighbor, Cochran County was willing to agree that Hockley County have her plea, and Hockley County by refusing to approve or pay me for surveying them their plea of 30 miles, done under contract, has virtually refused to stand by their plea, and to Officially establish their Northwest corner.

The main plea that Cochran County here makes is the strict interpretation of the Decree in Lynn VS Garza, which in two letters signed by the Commissioner of the General Land Office, has been interpreted to mean true north and south for the Hockley-Cochran county line, from the now established common corners of Hockley-Cochran-Yoakum and Terry Counties, and we trust will be so now interpreted again by your department.

Respectfully submitted.

A. L. Harris

Appointed Surveyor for Cochran
County, Texas.

varas further West than the corner to which I was directed to run by Cochran County order.

Now we observe that there is three probable points to be considered at which to locate the north end of the Hockley-Cochran line. The most Easterly we may call the Judgment and Land Office corner, the second or middle corner the Harris corner, which is some 1028 varas further west than the first named point, the the third, or Tilson corner being the furtherest west of the three, and is some 887 varas westerly of the middle corner.

Kindly observe that Cochran County by its official act in approving the said Harris corner for their NE corner in Bailey-Cochran line, and by its order directing me as surveyor to adopt the same corner for the north end of this Hockley-Cochran line in question here.

I have often gone into details with Cochran County courts regarding the three above mentioned locations, and as a matter of compromise Cochran County until now, ~~has~~ by compromise has conceted to observe the said Harris corner, which in consequence leaves Hockley County with its full thirty miles East-West exactly as Hockley plead into the suit.

Again it will be observed that by records in your department, this same Mr. W.J. Williams in his survey of the Lamb-Hale line used the same corner for his SE corner of Lamb County as I used and marked for the NE corner of Hockley County, Mr. Williams and Lamb County thereby abandoned the Tilson corner which by his previous report in Hale-VS Lubbock he places some 583 varas westerly of the corner as used by both of us for the Common corner of Lubbock-Hale, Hockley and Lamb Counties. Kindly observe further that now Mr. Williams for Hockley County comes and asks your approval of the SW corner of Lamb County as marked by Tilson, while he has abandoned the Tilson work on the east end. This attempt to place the Hockley-Cochran line to the Tilson location would in fact give Hockley County 30 miles plus 887 varas, for the East-West distance of their north line.

he said yes he did begin at the Crews corner and so I ask him to make a sworn affidavit to the fact, which he did, and I have heretofore filed his sworn statement with your department.

In checking the Tilson work I found that he not only began at the wrong corner but that he extended his line thirty miles plus 304 varas, which is a strict violation of the Act creating Lamb County, which by DOUBLE CALLS limited the south line of Lamb County to exactly thirty miles.

I want to also call your attention to the fact that the Land Office by first rejecting the Crews location, and later attempting to validate the same corner previously rejected, by giving purported approval of the Tilson survey; It would seem to me that gross error has been done, by "Blowing hot and cold" on the same corner, and thereby causing me the loss of over \$550.

After I finished the Lamb-Hockley line I ran the line on to the Texas-New Mexico State Line for the Bailey-Cochran line and they both approved the work and paid for it, and your department placed the same in Vol. 57 State Abstract.

When Hockley County would not approve or pay for the survey work on the Hockley-Lamb line, I promptly filed suit to collect the debt and ask the Courts decision as to which of the two lines is the true line, this case has not yet been tried.

It will be observed from my report on the Lubbock Hockley line, the line runs on a general direction of slightly over one degree to the East of true south; the south line of Hockley county is just thirty miles, so to now run the Hockley-Cochran line true north would cut the North of Hockley County approximately 1028 varas short of the full thirty miles.

I reported this fact to the Cochran Courts, and they then conceded the change from the True North to a line further West at the north end of the approximate distance above set out, as a matter of compromise, but Hockley County contends to run the line to the Tilson location which is some 887

between myself and the Hockley and Lamb county Commissioner's Courts, it seems that Judge Hay of Lamb County wrote the Land Office and learned that W.H.Tilson had made a purported survey of the south line of Lamb county in about 1910, and the Land Office quoted a letter written to the then County Judge of Lamb County, C.H.Curl, dated Feb. 7th, 1914, and quoted as follows "This office has no knowledge of any irregularities in making this survey, therefore, so far as this office is concerned, these field notes will be recognized until same are superceded by others or cancelled by the courts".

On the 28th, day of December 1933, when I presented my report of the said Lamb-Hockley line survey, Judge Hay said he would have to wait until he could talk with his Commissioners before he could give me a definite answer as to his approval. Some time later he informed me that, basing his position on the Land Office letter to Judge Curl, I had not surveyed or marked the south line of Lamb County and so refused to approve the work or to allow payment for the services rendered.

I then checked the records and what markings I could find on the ground and reported same to the Courts.

Briefly I found this; Ira Millington was employed by your Department to run a line to mark the county lines along the south line of Motley, Floyd, Hale, and stopped the line at the SW corner of Hale County, this line was later adjudicated in Lubbock VS Hale County. Sometime later Mr. Crews was employed to mark the Hale-Lamb county line and brought his line south but fell some 583 varas west of the corner previously marked by Millington, and your department instructed him to observe the Millington corner, and he re-wrote his field notes and changed the maps accordingly. The location of the first Crews corner is set out in the report by Mr. W.J.Williams in his report in Hale VS Lubbock.

I read the report made by Mr, W.H.Tilson, and was convinced therefrom that he made a mistake and began at this erroneous Crews location, and then looked him up and

Texas, I was employed to survey as follows; "It is ordered by a unanimous vote that this Court employ Surveyor, A.L. Harris, to locate the East, South and West lines, marking corners, land lines and make field notes of all tracts affected by said County lines". Vol. 1 pp 472 Minutes Commissioner's Court Hockley County, Texas. I wish to add that it was the verbal agreement that I was to lay out these County lines as directed in the final decree in Garza VS Lynn suit.

Acting on this employment I laid out the Hockley-Lubbock and the Hockley Terry County Lines, same were duly approved by each adjoining County Court, and were then filed in the Land Office, each county having paid me for the work.

Also on January 12th, 1931 I was also employed by the Commissioner's Court of Hockley County, Vol. 1 pp 274 Commissioner's Court docket, to survey and mark the North line of Hockley County. As Lamb County was not a party to the suit the court could not pass on this Hockley-Lamb line however it did fix the NW corner Lubbock County, and the NE corner of Hockley County. By verbal agreement I was to use this last mentioned corner and run therefrom thirty miles due west, as provided in the statutes creating both Hockley and Lamb Counties, and acting on this employment I did survey and mark the common line between Lamb and Hockley counties, this report was made out and sent to the Land Office for checking then presented to each county for approval.

On May 11th, 1931, same being the regular second Monday meeting of the Commissioner's court, I presented a written proposal to the Commissioner's Court of Bailey County for surveying and marking their south and east lines, which they accepted.

On the same date I also presented a written duplicate proposal to the Commissioner's Court of Lamb County in session for the survey of their south line, the survey to be made jointly for Lamb and Hockley counties and each to share half the expenses, which they verbally agreed to do.

Between the time these contracts were entered into

General Land Office, and should be fully validated now under Art. 1589 RCS 1925.

To further strengthen the Judgment calls for TRUE NORTH-SOUTH "course" of this line, may I call your attention a statment in said Art. 1589, quote, " adhearing as nearly as possible to the line designated in the Act creating such county line".

The Act creating Hockley County Vol. 8 GL pp 238 reads in part as follows: quote " Thence West thirty miles to the southeast corner of Cockran county; Thence NORTH to the place of beginning". The Act creating Cockran County Vol.8 pp 237 GL, in setting out this line, quote "Thence South thirty miles", so that the Judgment conforms to both calls ^{and is} ~~by~~ clarifying them by adding the word TRUE North-South.

We now have the "southeast" corner of Cochran County , being the common corner of Hockley, Cochran, Yoakum and Terry Counties duly established by the County Courts of the four counties, as well as by agreement between Mr. Williams and myself, so that we have the place of beginning definitely located and marked with a two thousand pound concrete marker.

Summary.

Now we have the Act creating Hockley-Cochran line reading North-South, we also have the Supreme Court Judgment saying True North-South, and we have the Commissioner giving his conclusion that the line should be laid down on the meridian, which is most definitely true North-South, and we have the Statutes directing the Commissioner to, quote" adhearing as nearly as possible to the Act creating the County", whenever he is called upon to Officially designate the line to be run.

In making " a full statment" as directed by law, I wish to further call your attention to the following:

In the pleadings to the trial court, Hockley County ask for the statutory calls of thirty miles square.

That on January 12th, 1931, being the regular second Monday meeting of the Commissioner's Court of Hockley County

Hockley-Cochran County line report (Harris)

May I analyze this Judgment paragraph observing the statements as set out by commas;

First; "That the boundary line between Hockley County and Cochran County is not marked or established on the ground" This precludes any definite markings then existing along or at either end of the line. Mr. Twichell, a co-worker with Mr. Williams in Garza VS Lynn, as I recall, testified as to the probable existence of a line marked by Tilson, but the Court hearing that testimony certainly invalidated any locations made by Tilson with the above sweeping statement.

Second; "but is a straight line extending due North and South", this is very positive as to "course".

Third; "having for its South end the common corner of Terry, Yoakum, Hockley, and Cochran counties as heretofore adjudged herein", and since this common corner is fully ratified by all parties, we are ready for the,

Fourth; "and from said point (now established) extending northward to the southeast corner of Bailey County and the southwest corner of Lamb County," which completes the sequence of the law of surveying, viz; Point of beginning- course-Distance.

It will be recalled that neither Lamb nor Bailey were parties to the suit so that none of their lines nor corners were adjudicated therein.

As to the "course" from the Hockley-Cochran-Yoakum, Terry common corner, I put this question to the former Commissioner and his reply was, Quote-"From this, (the quoted judgment paragraph) I conclude that the Hockley-Cochran line should be on a meridian running thru a point 30 miles West of the Jones SW corner of Lubbock County".

My conclusion, based on my understanding of the law of admissible evidence, is that the herein quoted paragraph of the Supreme Court Judgment, is the best evidence to show the true intent of the Court, and hence should be given first consideration in deciding this matter. I concur with the herein quoted conclusion of the Commissioner of the

4145

Lubbock Texas, June 15th, 1937.

To Hon. Wm. H. McDonald, Commissioner General Land Office,
Austin, Texas.

Report of A.L.Harris, District and Appointed Surveyor for
Cochran County, in the matter of marking on the ground
the Hockley-Cochran County line as adjudged in the
suit styled Garza County VS Lynn County et al.

Historical.

The above suit grew out of a disagreement between
Lynn and Garza Counties as to the proper location of their
common county line, other counties were brought in the suit
until it involved a number of county lines, including the
line in question. From an injunction filed in the Lubbock
court it went to the Administrative Judicial District Court
Hon. W.R.Chapman, Presiding, at Abilene, Texas, who heard
the case and issued judgment, it then went on appeal to the
Court at Eastland, and then on to the State Supreme Court,
which reversed the appellate court and affirmed the judgment
of the trial court in all things.

The County Courts of Hockley, Cochran, Yoakum and
Terry Counties approved my report in locating the common
corner of Hockley, Cochran, Yoakum and Terry Counties, and
same are filed with your department, so by official act of
the counties and by agreement between Mr, Williams for
Hockley County and myself for Cochran County, this common
corner is duly approved in all things; hence the only re-
maining question is the proper location of the north end
of the Hockley-Cochran county line.

To determine that, let us turn to the specific word-
ing of the judgment itself and we find the following wording;

" That the boundary line between Hockley County and
Cochran County is not marked or established on the ground,
but is a straight line extending due north and south, having
for its south end the common corner of Terry, Yoakum, Hockley
and Cochran counties as heretofore adjudged herein, and from
said point extending northward to the southeast corner of
Bailey county and the southwest corner of Lamb county".

R²
Counter 51498

#1

Lubbock Texas, June 15th, 1937.

Hon. Wm. H. McDonald, Commissioner of General Land Office,
Austin, Texas.

Dear Sir:-

Pursuant to an order in the County Court of Cochran County, Texas, May Term A.D. 1937, a certified copy of which is hereto attached, I appeared at the designated place well within the designated time, and there met with Mr. W.J. Williams, of Hale County, who presented an order from the County Court of Hockley County, appointing him to so appear and represent said county as surveyor.

My orders were to begin at the common corners of Hockley, Cochran, Yoakum and Terry Counties, as previously located and marked by me, and therefrom to lay down a straight line direct to the large concrete county corner placed by myself for the common corners of Hockley-Lamb-Bailey and Cochran counties.

Mr. Williams had orders from Hockley County court to begin at the same point but to lay down a stright line direct to the SW corner of Lamb county presumed to have been marked by W.H. Tilson.

Our orders thus being at variance, we disagreed as to the proper location of the north end of said Hockley-Cochran county line, and adjourned, to write out a full statment of the questions at issue between us, to be presented to you for your examination, and your designation as to what specific point to run to for the north end of said Hockley-Cochran county line.

Attached hereto and made a part hereof, is a full statment of the questions at issue, as I see them.

Yours very truly,

A. L. Harris

County, District and Licensed Land

In triplicate.

Surveyor.

R' Counter

51497



A. L. HARRIS

SURVEYING, BLUEPRINTING, PHOTOCOPYING AND MAPS

PHONES: OFFICE 1303, RESIDENCE 130

COURT HOUSE, LUBBOCK, TEXAS

June 25th, 1937.

Hon. Wm. H. McDonald, Commissioner,
Austin, Texas.

Dear Sir:-

I am enclosing herewith statement of the differences between Mr. W.J. Williams, representing Hockley County, and myself representing Cochran County in the matter of surveying and marking the common county line between said counties.

I am also enclosing my full report, as directed by law, and in paragraph 7 page 2, the quotation was in a letter dated November 27th, 1934, addressed to me, page 2 paragraph one; the same conclusion appears in another letter dated Nov. 10th, 1934, last paragraph page one.

From the plain wording of the Judgment, supported by these statements from your department, we now abandon the heretofore conciliatory compromise agreement to grant Hockley County its thirty miles east-west for its north line, and ask that the strict terms and conditions of the Judgment be ruled the legal County line between Hockley and Cochran Counties.

Yours very truly,

A. L. Harris

Appointed Surveyor for Cochran County,
Texas.

4145

RECEIVED

JUN 28 1937

REFERRED TO MAP

2259

and to run a line northward in compliance with the Mandate of the Courts aforementioned to the common corner of Bailey and Lamb Counties, which is known as the Tillson Corner, same being the only recognized corner of Lamb and Bailey and Hockley Counties.

W. J. Williams

W. J. Williams
Hockley County Surveyor.

Harris to the General Land Office under date of May 20, 1936 of which two paragraphs are herewith quoted. "When I did not adopt the Tillson Southwest corner of Lamb County as the common county corner; well, I did not have a contract of record in Lamb County but did in each of the other counties.

"Then after a get together meeting, Hockley County ~~also~~ refused to approve the line or pay for it, although the Hockley County Judge inspected the line in person and said it was alright, and his son helped do the work; it would seem that they agreed with Lamb to force the line on West to the Tillson location."

^x
v Reference is further made to the Southwestern Reporter 57-58, 2nd Edition, Page 25, the paragraph marked "12", as rendered by the Supreme Court, said decision being rendered by Associate Justice Sharp, and is as follows: "I find that the South Boundary lines of Bailey, Lamb, Terry, Floyd and Motley Counties is a well established line upon the ground and has been for many years recognized as an established line."

Because of the foregoing mandate of the 104th Judicial District Court of Taylor County of the Supreme Court of the State of Texas, Surveyor Williams insists that this Tillson-Twichell Southwest Corner of ~~Lamb~~ County and the Southeast corner of Bailey County is all that could have been contemplated by the Court in the 11th and 24th paragraphs of the judgment of the Court in the Garza County -vs- Lynn County suit and that it is the adjudicated corner between Hockley and Cochran Counties at the North end of said line and that he, as the said surveyor, with the proper authority to work, has no power to set aside or ignore this judgment and put the corner at another place.

Wherefore, I, W. J. Williams, authorized Surveyor for Hockley County, hereby pray that the Honorable Wm. H. McDonald, Land Commissioner, through authority given him in Article 1589 of the Revised Civil Statutes of 1925, hereby instructs the Surveyors, A. L. Harris and W. J. Williams to begin the said survey at the common Corner of Cochran, Hockley, Terry and Yoakum Counties and

2259

Levelland, Texas
June 14, 1937

To The Honorable Wm. H. McDonald
Commissioner of the General Land Office
State of Texas
Austin, Texas

Honorable Sir:

We, A. L. Harris, of Lubbock County, Texas, representing Cochran County as Surveyor and W. J. Williams of Plainview, Texas representing Hockley and Lamb Counties, as Surveyor, each of us duly appointed by the respective counties, 1925, to survey the boundary lines between Hockley and Cochran Counties, met on the date and place designated in the notices from the County Judge of Cochran County, to the County Judges of Hockley and Lamb counties and after discussing the proper manner to make the survey, agreed that the concrete monument set by A. L. Harris for the Southwest corner of Hockley County and the Southeast corner of Cochran County is the correct place of beginning, but the correct position for the Northeast corner of Cochran County and the Northwest corner of Hockley County was not agreed upon for the reason that A. L. Harris insisted that the correct position was a point 30 miles West of the Northwest corner of Lubbock County now marked by a concrete monument set by A. L. Harris for the Southwest corner of Lamb County and the Northwest corner of Hockley County, which corner was placed subsequent to final judgment in the case of Garza County -vs- Lynn County, as was tried in the 104th Judicial District Court of Taylor Co., a certified copy of said judgment, which was upheld by the Supreme Court of Texas, is attached hereto. But said surveyor Williams of Hockley County, insists that the said survey was not approved by Lamb County and did not conform with the Southeast corner of Bailey County and the Southwest corner of Lamb County as marked by Surveyor Tillson about 1908 which said Williams insists was validated by Article 1400 of the Revised Civil Statutes of 1911, was re-marked about 1917 by W. D. Twichell and again validated by Article 1606 of the Revised Civil Statutes of 1925. (See 155 S.W. 1006, Stephens County Vs Palo Pinto County) Also see letter from A. L.

2259

The State of Texas : In the County Court of Hockley County,
County of Hockley : Texas, June Term, A.D. 1937.

On the 25th day of May, A.D. 1937, a order was issued out of the Honorable County Court of Cochran County, Texas, same having been duly served on Alvin R. Allison, County Judge of Hockley County, Texas, as is required by law, and said order was appointing one A. L. Harris Surveyor, and directing him to survey and mark upon the ground the Cochran County East boundary and the Hockley County West Boundary line, by beginning at the common corner of Hockley, Terry, Yaakum and Cochran Counties.

Now, Therefore, I Alvin R. Allison County Judge of Hockley County, Texas, as is required by Law (Art. 1585 R. 3.) having satisfied myself that W. J. Williams was an experienced boundary line surveyor and competent in his profession do hereby appoint the said W. J. Williams to meet the said Harris as is directed by the County Court of Cochran County, at Nine o'clock, local Mean time on the 14th day of June A.D. 1937, at the common corners of the above named four counties and from then and there to run a line in accordance with the judgment of the Court in the Lynn vs Garza Counties law suit which was rendered by Judge W. R. Chapman and as same was upheld by the Supreme Court of the State of Texas, to the South West corner of Lamb County and the South East corner of Bailey County as is directed in said judgment, as said corner was marked when said judgment was written.

Given under my hand and Official seal of Office at Level-land, Hockley County, Texas, June 12th A.D. 1937

(Seal)

Alvin R. Allison

County Judge, Hockley County, Texas.

THE STATE OF TEXAS :

COUNTY OF HOCKLEY : I, T. I. ROBINSON, County Clerk, in and for Hockley County, Texas, hereby certify that the above is a true and correct copy of the Commissioners' Court Order employing W. J. Williams, Surveyor, as per the above order, as the same is shown on file and of record in the Commissioners' Court Minutes of Hockley County, Texas.

Given under my hand and seal of office this 16th day of June, A. D. 1937.

T. I. Robinson
County Clerk, Hockley County, Texas

L' Counter 51492

ALVIN R. ALLISON
ATTORNEY AT LAW
LEVELLAND, TEXAS

2259

June 16, 1937

To the Honorable Wm. H. McDonald
Commissioner of the General Land Office
State of Texas
Austin, Texas:

Honorable Sir:

I enclose herewith a certified copy of the Order employing one, W. J. Williams, Surveyor of Hockley County, Texas and for your information, I will state that Mr. Williams was able to do the work that we desired to be completed before the 14th and on that day met A. L. Harris at the Southwest Corner of Hockley County and the Southeast corner of Cochran County and thereupon disagreed as to the running of the west boundary of Hockley County and the East boundary line of Cochran County.

I am

I am submitting to you as is required under Article 1589 of the revised Civil Statutes of Texas of 1925 the disputed met ^{MATTER} as seen by Mr. Williams.

Since I was in Austin I have made quite a research as to the law in this matter and will come to Austin at any date that you think might be necessary to give any desired information that you might want.

Thanking you for your past considerations and extending to you my kind and personal good wishes,

I am yours truly,
Alvin R. Allison
Alvin R. Allison

RECEIVED
JUN 18 1937

W. H. P.
~~REFERRED TO LAW~~

June 7, 1937

Judge Alvin R. Allison
Levelland
Texas

Dear Judge Allison:

Enclosed is carbon copy of letter received
by the Land Office today from Judge Graham of Morton,
Texas, and copy of our reply, which are self explanatory.

With kindest regards, I remain

Very sincerely yours,

Chief Clerk & Acting
Commissioner

ewr
encs.2

June 7, 1937

Hon. G. A. Graham
County Judge Cochran County
Morton, Texas

Dear Judge Graham:

Receipt is acknowledged of your letter of
June 5th.

In the absence of Mr. McDonald from the
office today, and probably tomorrow, it is thought best
to send a copy of your letter to the County Judge of Hockley
County, and we are therefore sending Judge Alvin R. Allison
this copy so that he may be advised of your action.

With kindest regards, I remain

Very sincerely yours,

Chief Clerk & Acting
Commissioner

ewr
cc- Judge Alvin R. Allison
Levelland, Texas

COMMISSIONERS:

J. R. WARD, Precinct No. 1
C. H. HICKMAN, Precinct No. 2
G. W. HARGROVE, Precinct No. 3
W. W. SMITH, Precinct No. 4

2467
G. A. GRAHAM, County Judge
J. B. KNOX, County and District Clerk
LOYD R. KENNEDY, County Attorney
W. B. LACKEY, County Treasurer
TOM C. STANDEFER, Sheriff, Tax
Collector and Assessor

COUNTY OF COCHRAN



MORTON, TEXAS

June 5, 1937

Hon. WM. H. McDonald, Commissioner
Austin, Texas

Dear Mr. McDonald:

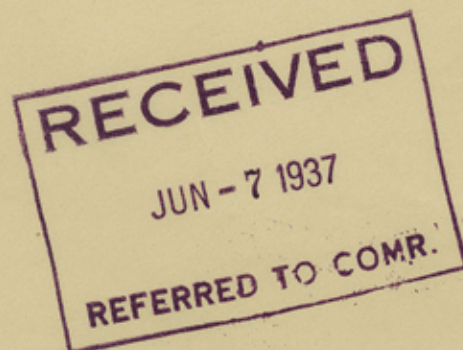
I have received your letter of June 1st in which you request extension of time for Hockley and Lamb Counties to comply with my notice to those counties that Mr. Harris would start a survey of the line between Hockley and Cochran counties June 14th.

The Court complied with the provisions of the Statutes in issuing said notice and would expect the above mentioned counties to acknowledge receipt of the notice and express a willingness to comply with the notice should an extension of time be granted and waive any claims that might arise due to a change in the date on which the survey is to start. Also I think Hockley County should name the date on which they are willing for the survey to start.

On the above mentioned conditions the Court is willing to grant a thirty-day extension.

Yours very truly,

G. A. Graham
County Judge Cochran County



June 1, 1937

Judge Alvin R. Allison
Levelland
Texas

Dear Judge Allison:

Enclosed herewith you will find copy of the letter which I have just written to Judge Graham of Cochran County. I will advise you as soon as I have received an answer from him.

Also you will find your copy of the letter from Mr. J. H. Walker to Mr. A. L. Harris; also your copy of the notice which was served upon you with reference to appointment of surveyor.

With kindest personal regards, I remain

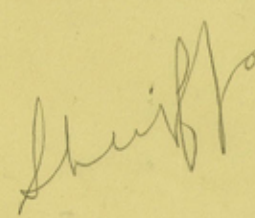
Yours very sincerely,

Commissioner

WHMCD-ewr
encs. 3

June 1, 1937

Hon. G. A. Graham
County Judge Cochran County
Morton, Texas



Dear Judge Graham:

With reference to the proposed surveying of the boundary line between Cochran and Hockley counties and Bailey and Lamb counties:

Judge Allison of Hockley County, and Judge Crockett and two Commissioners of Lamb County, were in this office today with reference to the proposed survey, which has been set by your Court to begin on June 14th by licensed land surveyor Mr. A. L. Harris.

They have selected a State licensed surveyor to represent Hockley County and probably Lamb County, but it will be impossible for their surveyor to begin a survey by the 14th day of June. All parties who were here this morning have requested that I ask you for an extension of time until their surveyor may be able to come out there and check the work with Mr. Harris. I think that a thirty-day extension will probably be enough, and I will appreciate it very much if you will grant such extension so that this matter may be wound up to the satisfaction of everyone.

Please advise me at once if you will be able to grant such extension.

With kindest personal regards, I am

Yours very sincerely,

Commissioner

WHMcD-ewr

bcc to Judge Allison



WM. H. McDONALD, COMMISSIONER
BERT V. BOLLINGER, CHIEF CLERK

General Land Office

State of Texas

Austin

June 1, 1937

Hon. G. A. Graham
County Judge Cochran County
Morton, Texas

Dear Judge Graham:

With reference to the proposed surveying of the boundary line between Cochran and Hockley counties and Bailey and Lamb counties:

Judge Allison of Hockley County, and Judge Crockett and two Commissioners of Lamb County, were in this office today with reference to the proposed survey, which has been set by your Court to begin on June 14th by licensed land surveyor Mr. A. L. Harris.

They have selected a State licensed surveyor to represent Hockley County and probably Lamb County, but it will be impossible for their surveyor to begin a survey by the 14th day of June. All parties who were here this morning have requested that I ask you for an extension of time until their surveyor may be able to come out there and check the work with Mr. Harris. I think that a thirty-day extension will probably be enough, and I will appreciate it very much if you will grant such extension so that this matter may be wound up to the satisfaction of everyone.

Please advise me at once if you will be able to grant such extension.

With kindest personal regards, I am

Yours very sincerely,

Commissioner

WHMcD-ewr

ORDER APPOINTING SURVEYOR AND
NOTICE TO ADJOINING COUNTY

THE STATE OF TEXAS: IN THE COUNTY COURT OF COCHRAN COUNTY,
COUNTY OF COCHRAN : TEXAS, MAY TERM, A.D. 1937.

This the 25 day of May, A.D. 1937, came on to be considered the matter of legally surveying and marking on the ground, the East Boundary Line of Cochran County; and it appears to the satisfaction of the Court that said line is not sufficiently and well defined, surveyed and marked upon the ground and surveyor's returns duly made to this Court;

And the Court having read and approved the proposal of A.L. Harris, District Surveyor of Lubbock Land District, and a Licensed Land Surveyor, and a well experienced County Boundary Line Surveyor, of Lubbock, Texas, hereby appoints the said Harris, and directs him to begin at the Common Corner of Hockley County, Terry County, Yoakum County and the South East Corner of Cochran County as previously marked by him and duly approved and legally ratified by each adjoining County, and therefrom to run a straight line Northward to the County Corner heretofore set by him to mark the Northwest Corner of Hockley County, the North East Corner of Cochran, and the Southeast Corner of Bailey County, which was heretofore legally approved by both Bailey and Cochran County as directed by law, which was placed by said Harris thirty miles due west of the Southwest Corner of Hale County as located on the ground by law, and as directed by the statute creating Lamb County.

It is further Ordered, that said Harris begin said Survey on the 14th day of June, A.D. 1937, at 9 o'clock local mean time and to proceed with said Survey until completed.

And the County Clerk of this Court, is ordered to legally notify the adjoining Counties of this Order, Stating the time and place of beginning said Survey by the said A.L.Harris.

G.A.Graham
County Judge, Cochran County
T e x a s .

C L E R K ' S C E R T I F I C A T E

THE STATE OF TEXAS:
COUNTY OF COCHRAN :

I, J.B.Knox, Clerk of the County Court, in and for Cochran County, Texas, do hereby certify that the above and foregoing instrument is a true and correct copy of a certain Order, and the same appears of record in this office, said Order was made the 25th day of May, A.D. 1937, and filed for record in this office, the same date,

Witness my hand and seal of office, this the 25th day of May, A.D. 1937.

J.B.Knox
County Clerk, Cochran County
T e x a s .



General Land Office

State of Texas

Austin

J. H. WALKER, COMMISSIONER
S. S. SAYERS, CHIEF CLERK

A. L. Harris

-2-

July 16, 1936

to accept your lines as correct and adjust the maps accordingly. In the absence of an agreement which would have to be evidenced by the approval of your field notes by the proper county authorities, I see nothing this Department can do. Your statement in your letter of May 20th:

" When I would not adopt the Tilson SW corner of Lamb County as the common county corner; well I did not have a contract of record in Lamb County but did in each of the other counties.

" Then after a get-to-gether meeting Hockley County also refused to approve the line or pay for it, altho the Hockley County Judge inspected the line in person and said it was alright, and his son helped to do the work; it would seem that they agreed with Lamb to force the line on west to the Tilson location."

If the question involved as to whether the Tilson Southwest corner of Lamb County, or some other corner as your pivotal corner had been submitted to the Land Office as a "disputed matter" between the counties, this Department could have passed on it and given lawful and binding instructions. However, a different course was pursued by you and the counties involved. Unless the question should be submitted by the proper authorities in the proper way provided by law, this Department cannot pass on it, nor can it recognize your lines, however correct they may be, without approval of the proper authorities.

Not in the least am I undertaking to pass on the correctness of the survey, or the legality of your contracts with the counties, but am simply trying to tell you that the Land Office cannot undertake to pass on a "disputed matter" unless it comes to it through the channels provided by the statutes. The Land Commissioner is a ministerial and not a judicial officer.

Very truly yours,

Commissioner

JHW-ewr

cc- County Judge, Muleshoe, Texas
" " Olton, Texas
" " Morton, Texas
" " Levelland, Texas
" " Plains, Texas
" " Brownfield, Texas



J. H. WALKER, COMMISSIONER
S. S. SAYERS, CHIEF CLERK

General Land Office

State of Texas

Austin

TOP

July 16, 1936

Mr. A. L. Harris
Court House
Lubbock, Texas

Dear Mr. Harris:

Major Hawkins writes me from the field and asks me to answer a letter written him by you which he was unable to reach before leaving Austin.

Noting first the photostat copies of letters dictated by the Abstract Clerk in 1935 to you, I will state that the course stated that the Department should follow in correcting abstract numbers is clearly illegal, and such action on that account was not taken. In this connection let me call your attention to the fact that the fiscal year for which the abstracts are printed ended August 31, 1934, and action after that time could not properly be included; but let us pass this point as immaterial and read Article 1606 of the Revised Civil Statutes of 1925: "the county boundaries of the counties in this State as now recognized and established are adopted as the true boundaries of such counties and the acts creating such counties and defining the boundaries are continued in force."

The Land Commissioner does not, and cannot, take any steps looking to the establishment or adjustment of county boundaries except under Article 1589 of the Revised Statutes. He enters then only in cases of "disputed matters". Among the papers laid before me I do not find that the counties have submitted any questions coming within the scope of this particular statute. Under Article 1582 authority is given the Land Commissioner to give notice to the County Court of any county that its boundaries are not sufficiently definite and well defined. If the counties, following this notice, cannot agree on how the survey should be made, they may refer the "disputed matter" to the Land Commissioner.

It may be that the counties involved could lawfully contract with you to run their boundaries, and it may be that on an approval of your notes the Land Commissioner would be authorized

A. L. Harris

-2-

July 16, 1936

to accept your lines as correct and adjust the maps accordingly. In the absence of an agreement which would have to be evidenced by the approval of your field notes by the proper county authorities, I see nothing this Department can do. Your statement in your letter of May 20th:

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Not in the least am I undertaking to pass on the correctness of the survey, or the legality of your contracts with the counties, but am simply trying to tell you that the Land Office cannot undertake to pass on a "disputed matter" unless it comes to it through the channels provided by the statutes. The Land Commissioner is a ministerial and not a judicial officer.

Very truly yours,

Commissioner

JHW-ewr

cc- County Judge, Muleshoe, Texas
" " Olton, Texas
" " Morton, Texas
" " Levelland, Texas
" " Plains, Texas
" " Brownfield, Texas

July 16, 1936

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Court House
Lubbock, Texas

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1821

COCHRAN & HOCKLEY #3
BNDY

SYLVAN SANDERS

REGISTERED LAND SURVEYOR

SURVEYING AND MAPPING

LUBBOCK, TEXAS

AUG. 24-1934

Hon. J. B. Walker
Austin, Texas.

Dear Sir:-

I joined with the County Judge of Lamb and Hooker
Counties yesterday. Judge Simon Hays said he was
immediately going to file a protest with the
Court regarding the corner line between
Harris' which is north of the SW corner of Lamb County
north about 50 acres and east 900 acres. The south
line of Lamb County was run by S. E. Allison and the west
line by S. E. Whitely. Lamb and Hooker Counties insist
that the common line between Bailey and Cochran should
begin at the SW corner of Lamb County as marked by
Allison and Whitely.

Yours respectfully,

Sylvan Sanders

RECEIVED

AUG 27 1934

1885

SYLVAN SANDERS

LICENSED LAND SURVEYOR

SURVEYING AND MAPPING

LUBBOCK, TEXAS

Aug. 24-1934

Hon. J.H.Walker
Austin, Texas.

Dear Sir:-

I talked with the County Judges of Lamb and Hockley Counties yesterday. Judge Simon Hays said he was immediately going to file a protest with you against your approving the County line report Of Mr. A.L. Harris' which is moving the SW corner of Lamb County south about 90 varas and east 900 varas. The south line of Lamb County was run by W.H.Tilson and the west line by W.D.Twichell. Lamb and Hockley Counties insist that the common line between Bailey and Cochran should begin at the SW corner of Lamb County as marked by Tilson and Twichell.

Yours respectfully,

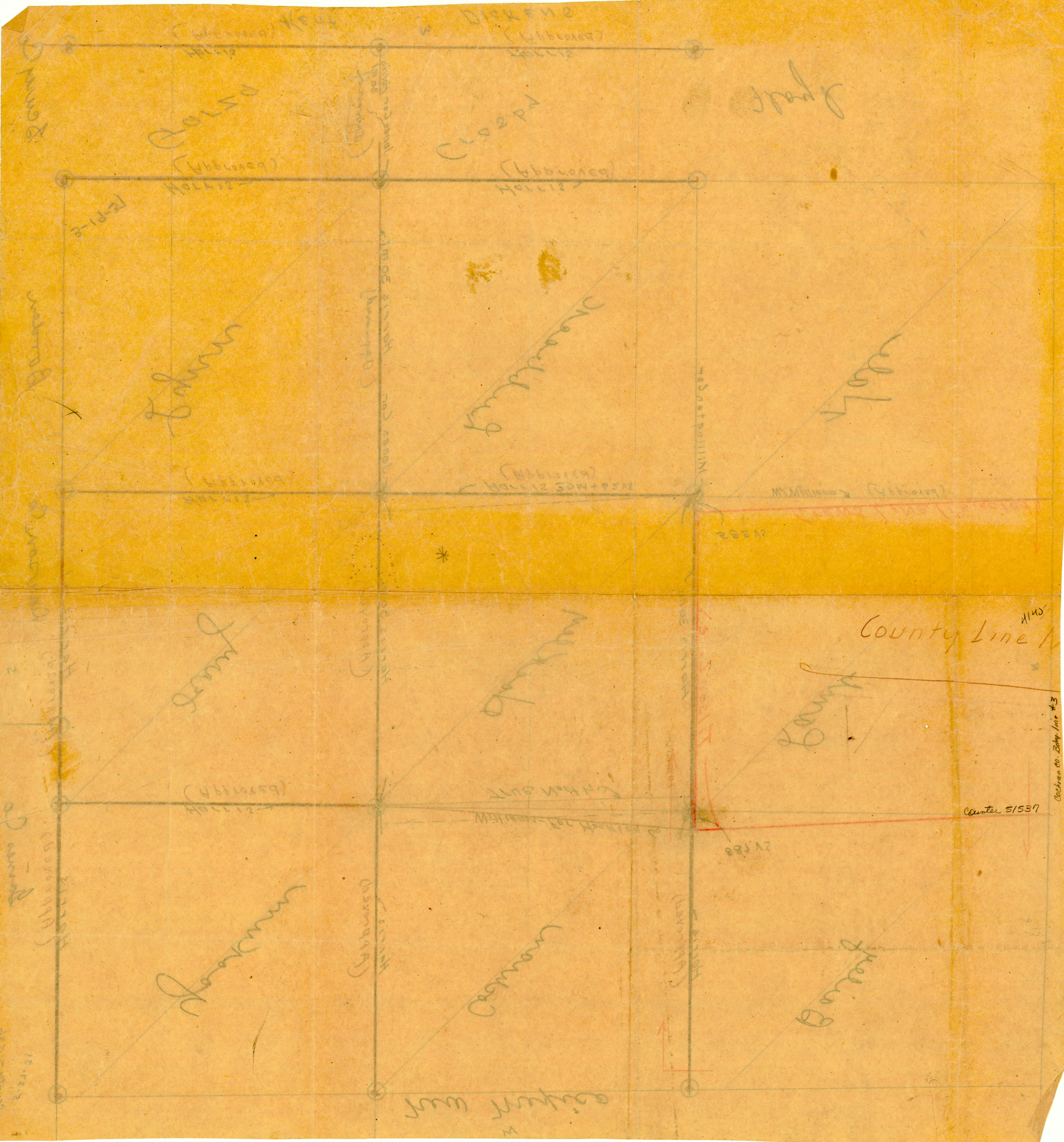
Sylvan Sanders

RECEIVED

AUG 27 1934

Counter 51478
REFERRED TO *map*

FILE COCHRAN BAILEY



County Line

Counter 5/537

Cochran Co. Bdry. Line #3

Dixon

Closs

John

Murray

Murray

Lambert

Barling

Cushman

Murray

Junt

Murray

Cushman