

R. C. Seagler 6-8-33
R. J. Randolph 7-17-34

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SF 13434
File

Harris County

SCHOOL LAND

19⁴⁵ Acres

Survey No.

Block No.

Surveyed for

C. F. Hoffman

See transfers to SF 13431
See SF 10435

Covered by M.F. 22952

See 104 SW (2d) 174 holding that
this one is not subject to sale because
it is within 5 miles of production

Cancelled by decree of
Court in case # 58486 90th
Dist Ct. Travis Co.
Clint Small Jr 8-16-90

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County

Acres

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APPLICATION FOR SURVEY

(TO PURCHASE)

TO: J. S. BOYLES, COUNTY SURVEYOR, HARRIS COUNTY, TEXAS:

By virtue of an Act approved May 29, 1931, I hereby apply for a survey of the following described area claimed to be unsurveyed land belonging to the Public Free School Fund, with a view to the purchase of same from under said Act. Said land is situated in Harris County, Texas, about 28 miles northwest from County Seat, and said land is bounded as follows:

Beginning at a point on the south boundary line of the C. Goodrich Survey, Abstract No. 305, at the northwest corner of the A. Senechal Survey; thence south $89^{\circ} 5'$ west with the south boundary line of said C. Goodrich Survey ~~377~~ varas to the ³⁷⁴ northwest corner of the C. F. Hoffman tract; thence south with the west boundary line of the C. F. Hoffman tract 294 varas, to a point in what would be the north boundary line of the I&GN R.R. Co. Survey, Abstract No. 953, if the north boundary line of said I&GN R.R. Co. Survey is located at a point 1595 varas north of the south boundary line of said I&GN R.R. Co. Survey; thence east with the north boundary line of the I&GN R.R. Co. Survey as so located 374 varas to a point in the west boundary line of the A. Senechal Survey; thence north with the west boundary line of said A. Senechal Survey 294 varas to the place of beginning, and containing 20 acres of land, more or less.

Your applicant is filing this application because of the fact that the assertion is being made by others to the effect that the area above applied for is unsurveyed or vacant Public Free School Land. Your applicant does not believe that the area in question is a vacancy but believes that said area is in fact a part and parcel of said I&GN R.R. Co. Survey.

This filing is being made in order that the undersigned applicant may protect himself in the premises; and by making this filing the applicant does not admit that the area in question is

a vacancy, but on the contrary believes that it is a portion of said I&GN R.R. Co. Survey, and is making this filing without prejudice to any title that he may have or be entitled to in the event the land in question is in fact a portion of said I&GN R.R. Co. Survey.

E. Hoffman
Applicant
Tomball, Texas

I, J. S. Boyles, County Surveyor of Harris County, Texas, hereby certify that the above and foregoing application was filed for record on the 8 day of September, A. D. 1933, at 4:55 o'clock, P M. and recorded in Volume 9, Page 5, of the Surveyor's Records of Harris County, Texas.

J. S. Boyles
County Surveyor of
Harris County, Texas

7848172

*From 2 of water table
belts
ESP 11 - Belmet
1933
Harris County
Boyles*

2'

and on the contrary believes that it is a portion of
said I&GN R.R. Co. Survey, and is making this filing without
prejudice to any title that he may have or be entitled to in the
event the land in question is in fact a portion of said I&GN R.R.
Co. Survey.

[Signature]
Applicant
Tomball, Texas

I, J. S. Boyles, County Surveyor of Harris County, Texas,
hereby certify that the above and foregoing application was filed
for record on the 8 day of September, A. D. 1933, at 4:25
o'clock, 9 M. and recorded in Volume 2, Page 27, of the
Surveyor's Records of Harris County, Texas.

[Signature]
County Surveyor of
Harris County, Texas

SF 13434

①

Application for Survey
Filed
September 11, 1933
J. H. S. all Ren, Com'r.
By Service C. Harwood

2

State of Texas
Harris County

FIELD NOTES OF A SURVEY OF 19.45 Acres for C.F. Hoffman by virtue of an application filed with the county surveyor of Harris County, Texas on the 8th., day of Sept. 1933 at 4:55 o'clock P.M. and recorded in application for survey book No.9, page 5, Harris County surveyor's office. Said application for survey made under the preference rights to purchase granted in Act approved May 29, 1931.

Said land is situated in Harris County, Texas on the waters of Willow Creek about 25 miles North 40 deg. West of Houston.

Beginning at a 1" pipe in a fence corner and on the south line of the C. Goodrich Survey Abstract No. 305. Said pipe being the northwest corner of the August Senechal Survey.

Thence with the south line of the said Goodrich survey along fence South 88 deg. 43' West 374 varas to a pipe in fence corner.

Thence along fence South 1 deg. 11' East 294.05 varas to another pipe in fence and being on the north line of the I and G.N. Railroad Survey abstract No. 952, and being 1595 varas North 1 deg. 11' West of the south line of the same.

Thence with the north line of the said I and G.N.R.R. Survey located 1595 varas North of its south line, North 88 deg. 36' East, parallel to the south line of the said I and G.N.R.R. Survey a distance of 374 varas to another iron pipe in fence and on the West line of the said Aug. Senechal survey, and being 13.5 varas north of the center line of Willow Creek.

Thence with the West line of the said Senechal Survey and fence North 1 deg. 11' West 293.29 varas to the place of beginning.

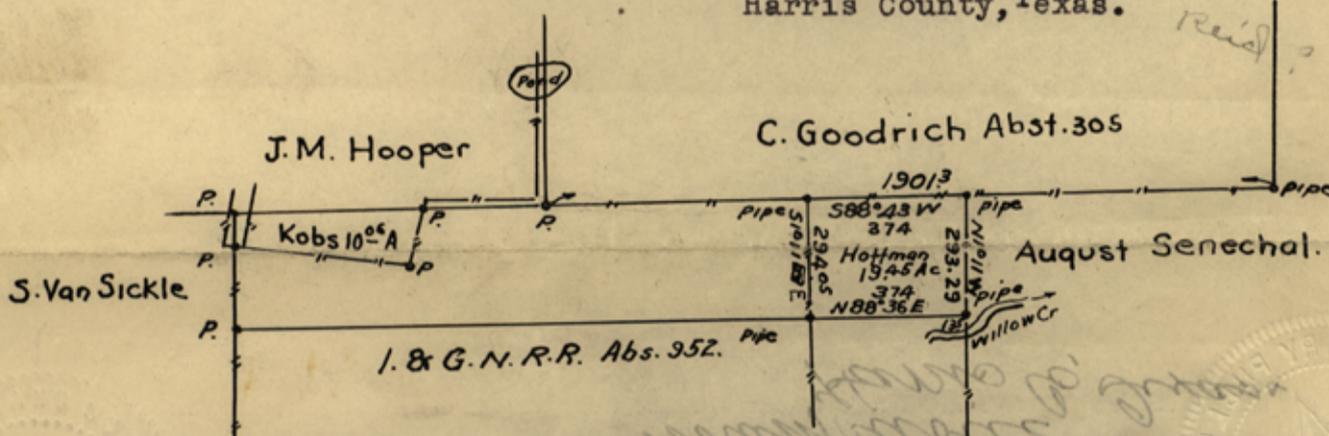
Surveyed Sept. 9, 1933. Var. 9 deg. 22' East.
W.F. Wellman and E.F. Dolin Chainmen.

This tract lies entirely within the present Hoffman enclosure, and fences.

I, J.S. Boyles, County Surveyor of Harris County, Texas hereby certify that the foregoing survey was made on the ground, according to law, that the limits, boundaries and corners, together with the marks natural and artificial are truly described in the foregoing field notes and the same are recorded in my office in Harris County, Texas in Vol. "M", page 128.

Witness my hand at Houston, Texas this the 9th. day of September 1933.

J.S. Boyles
County Surveyor,
Harris County, Texas.



I here certify that this tract of land lies wholly within the fences of C.F. Hoffman as said fences are on the ground at this date Sept. 9, 1933.

J.S. Boyles
County Surveyor.

73497

29 1/2 1/2 33

Reid?

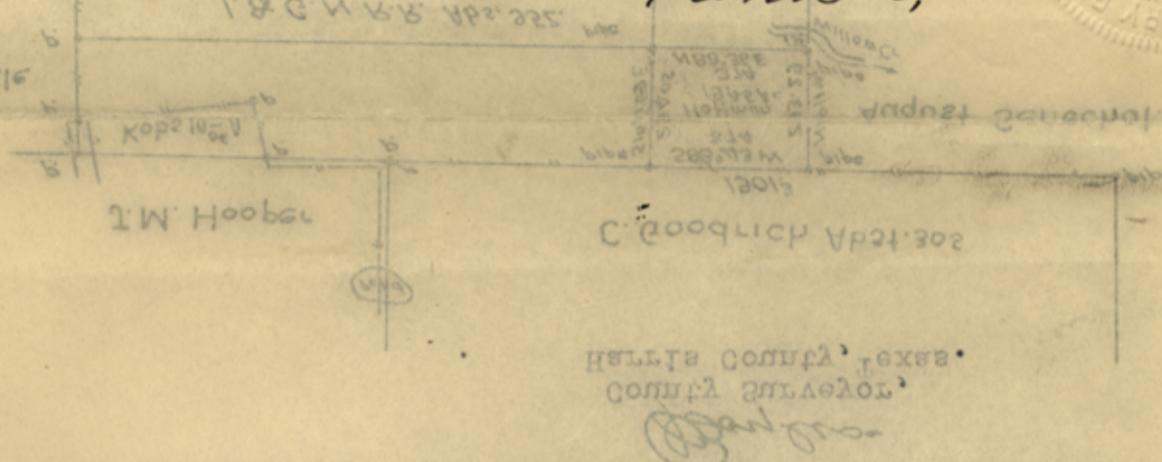
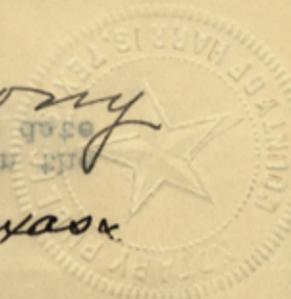
[Faint handwritten notes and signatures at the bottom of the page]

I, certify this land is Classed as mineral and agricultural, is not watered, no timber, and sandy soil

Douglas County Surveyor.

Subscribed and sworn to before me this 9th day of September 1933

John K. Anthony
Notary Public,
Harris Co, Texas.



Witness my hand at Houston, Texas this the 9th day of September 1933.
In Vol. "M" Page 158.
Notes and the same are recorded in my office in Harris County, Texas
hereby and attested and truly described in the foregoing field
to wit, that the limits, boundaries and corners, together with the marks
certify that the foregoing survey was made on the 9th day of September
1933, by J. K. Anthony, Notary Public, of Harris County, Texas.

That there is no survey within the present Hoffman enclosure and fences.
M.P. Hoffman and J.P. Hoffman.

Witness my hand and seal at Houston, Texas this the 9th day of September 1933.
John K. Anthony, Notary Public, Harris County, Texas.

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John K. Anthony, Notary Public, Harris County, Texas.

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Witness my hand and seal at Houston, Texas this the 9th day of September 1933.
John K. Anthony, Notary Public, Harris County, Texas.

②

SF 13434

Field Note
Filed
Sept 11, 1933
J. Walker, Com.
D. J. Sauer, C. Harwood

RECEIVED AS STATED
\$ 1.00

SEP 11 1933

C. H. COCKE, Receiver
GENERAL LAND OFFICE

9/18-33
T.A.

APPLICATION TO PURCHASE SCHOOL LAND
WITHOUT SETTLEMENT

Tomball, Texas
September 8th, 1933

TO THE COMMISSIONER OF THE GENERAL LAND OFFICE,
AUSTIN, TEXAS:

Under date of October 20, 1920, the undersigned, C. F. Hoffman and others, purchased from R. M. Huffington and R. M. Huffington & Company all of the I&GN R.R. Co. Survey, Abstract No. 952 in Harris County, Texas. Subsequently thereto said land was partitioned between the co-owners and a tract of 125.01 acres was conveyed to the undersigned C. F. Hoffman as his part and parcel of said Survey, said partition having been effective some years ago. Subsequently it was discovered that the description of the land set aside to the undersigned C. F. Hoffman was slightly erroneous, and under date of July 28, 1933, Wm. Holderieth, S. T. Doughtie, Wm. Hirsch and F. Froelich, being the parties who were jointly interested with the said C. F. Hoffman in said Survey, executed and delivered to C. F. Hoffman a correction deed correctly describing the land set aside to him, being all of the east 125.01 acres off of said I&GN R.R. Co. Survey extending north to the south boundary line of the C. Goodrich Survey. Immediately after said land was set aside to me I went into possession of same and have continuously occupied the same from the time it was partitioned to me until the present time. My possession has been peaceful, open, notorious and adverse, and no question of my title to said land and right of my possession of same has been raised until quite recently. I claimed all of the land in my tract extending north to the south boundary line of the C. Goodrich Survey, and the same is within my enclosure.

I purchased said land as a portion of said I&GN R.R. Co. Survey in Harris County, Texas, and then believed, and still believe, that all of said land is situated in said Survey, my north line extending as aforesaid to the south line of the C. Goodrich Survey.

Recently other parties have filed applications with the County Surveyor of Harris County, Texas, requesting that a survey of the northern portion of my said tract of land be made, claiming that the same is vacant and unsurveyed Public School Land lying north of said I&GN R.R. Co. Survey and south of said C. Goodrich Survey. I understand that such applicants are seeking either to purchase said land or to purchase a lease thereon and in this way the question as to whether or not there is a vacant area has been raised.

In order to protect my rights, heretofore under date of September 8, 1933, I filed my application with the County Surveyor of Harris County, Texas, for a survey of any possible vacant area within my enclosure lying north of said I&GN R.R. Co. Survey and south of said C. Goodrich Survey, said application being recorded in Volume _____ at Page _____, of the Surveyor's Records of Harris County, Texas, to which application reference is here made for all purposes.

The area in question has been surveyed by J. S. Boyles, County Surveyor of Harris County, Texas, and he has compiled a plat of the possible vacant area and has returned field notes thereof and the same have been filed and recorded in the office of the County Surveyor of Harris County, Texas, and are being filed with this application in the General Land Office.

I am filing herewith in the General Land Office authentic copies of the deeds under which I hold said land as well as an affidavit by myself and others showing the facts and conditions under which I have occupied this land since the time I purchased same.

Without admitting that said area is vacant or unsurveyed school land, but still contending that the same is a part and parcel of said I&GN R.R. Co. Survey, and that the same has been patented by the State of Texas, but solely in order to protect my preference right to purchase the same in the event said area is vacant land, pursuant to the provision of Chapter 271 of the General Laws of the 42nd Legislature, Regular Session, Pages 452 et seq., I hereby make application to purchase said area without settlement and without prejudice to any right, title, claim or interest that I own or may be entitled to under any prior grant or grants, survey or surveys. In the event, however, it should be finally determined that said area is vacant unsold school land, within the meaning of said Act, the award that may be made by the State to me pursuant to this application should be subject to a reservation of one-eighth (1/8th) of the sulphur, and one-sixteenth (1/16th) of all other minerals as a free royalty to the State; and I agree that if and when it is finally determined that said area is in fact a vacant area, the sale by the State to me shall be upon the express condition of the reservation by the State of one-eighth (1/8th) of the sulphur and one-sixteenth (1/16th) of all other minerals as a free royalty to the State.

I hereby enclose the sum of _____ Dollars, (\$ _____) as the full cash payment therefor, and subscribe to the following oath, to-wit:

I, C. F. Hoffman, do solemnly swear that I desire to purchase said land for myself in the event the same is vacant unsold Public School Land, and that no other person or corporation is interested in the purchase thereof, either directly or indirectly; that by filing this application I do not admit that the area in question is vacant land, and I file this application without prejudice to my title in the event this land is included in a prior grant or grants, survey or surveys.

Handwritten notes:
2113434
The area affected by this application is situated about 25 miles northwest from Houston, the County Seat, and is described as follows:
Grantee - C. F. Hoffman
Acres 20
Classification - Mineral and Agricultural Sandy Soil

RECORDED	INDEXED
211	2
SEP 11 1933	
25	15

The area affected by this application is situated about 25 miles northwest from Houston, the County Seat, and is described as follows:

Grantee - C. F. Hoffman

Acres 20

Classification - Mineral and Agricultural Sandy Soil

Said land is fully described by metes and bounds in said Surveyor's Field Notes, to which reference is here made.

I am over twenty-one years of age.

C. F. Hoffman
Applicant
Tomball, Texas

Sworn to and subscribed before me this the 8th day of September, A. D. 1933.

[Signature]
Notary Public in and for
Harris County, Texas



SF 13434

(3)

Application to Purchase

Filed

Sept. 11, 1933

J. H. Walker, Comr.
Ray L. Harwood

Applies to purchase for sale of
protection but does not admit vacancy

as follows
miles west from Houston, the County Seat, and described as follows
acres alleged by this application is described as follows

Grantee
O. F. Hoffman

Acres
0

Description - Mineral and Agricultural
Sandy Soil

Said land is fully described by metes and bounds in said

Surveyor's Field Notes, to which reference is here made.

I am over twenty-one years of age.

Sworn to and subscribed before me this the 11th day

of September, A. D. 1933.

Lombard, Texas
Applicant

Harris County, Texas
Notary Public and for



a. 5

RECEIVED
AMT. PAID \$ 546.27
AMT. TO SUSPEND
ENTERED BY

SEP 11 1933

FUND No.	CLASS No.	AMOUNT	ITEM No.
S	311		35
			R9

STATE OF TEXAS }
COUNTY OF HARRIS }

A F F I D A V I T

Before me, the undersigned authority, on this day personally appeared C. F. Hoffman, known to me to be a person whose statements are worthy of full face and credit, who being by me first duly sworn on his oath, deposes and says as follows:

My name is C. F. Hoffman. I am 58 years of age and reside in Tomball, in the northern portion of Harris County, Texas. Under date of October 20, 1920, I and others purchased from R. M. Huffington, individually, and R. M. Huffington & Company, all of the I&GN R.R. Co. Survey, Abstract No. 952, in Harris County, Texas, by deed of record in Volume 464, at Page 376 of the Deed Records of Harris County, Texas. We paid Twenty-eight Dollars (\$ 28⁰⁰ ^{per acre} ~~in each~~ for this conveyance.

Under date of Jan. 7, 1930, the other co-owners and myself partitioned said land between ourselves and in such partition the easterly portion of said land was set aside to me. Such easterly portion was described as containing 123.05 acres, but this description was erroneous and was corrected by deed to me dated July 28, 1933, from Wm. Holderieth, S. T. Doughtie, Wm. Hirsch and F. Froelich, in which the land set aside to me was correctly described, and is the east 125.01 acres of said survey extending the north boundary line of said survey north to the south boundary line of the C. Goodrich Survey, Abstract No. 305, and the J. M. Hooper Survey, Abstract No. 372. I did not pay any consideration for this

conveyance of said east 125.01 acres to me, because, as stated, it was a partition arrangement.

I went into possession of the land which was set aside to me and have remained in possession thereof continuously from the time the same was first set aside to me until the present time. My north boundary line extended, and does extend, up to the south boundary line of the said C. Goodrich Survey. I have all of said land in my enclosure, claiming it in good faith, and have occupied it, believing that all of the land so set aside to me was a portion of said I&GN R.R. Co. Survey. If any of said land is outside of said I&GN R.R. Co. Survey, I occupied the same in good faith as a part of said I&GN R.R. Co. Survey, and have the preference right to purchase any portion thereof that may be vacant or unsold school land, under the provisions of House Bill 358 passed by the 42nd Legislature.

A portion of the land conveyed to me by said partition deed is included in the area which I am seeking to purchase from the State in the event it is vacant or unsold Public Free School Land.

Further affiant saith not.

L. J. Hoffman

Sworn to and subscribed before me this 8th day of September, A. D. 1933.

[Signature]
Notary Public in and for
Harris County, Texas.

Before me, the undersigned authority, on this day personally appeared *J. F. Kels and Arthur Kels*, and well known to me to be persons whose statements are worthy of full face and

credit, who being by me first duly sworn, each of his oath deposes and says as follows:

I have read the foregoing affidavit by C. F. Hoffman and know of my own knowledge that the statements made therein are true and correct.

J. F. W. Kobe
Arthur Kobe

Sworn to and subscribed before me this the 8th day of September, A. D. 1933.

[Signature]
Notary Public in and for
Harris County, Texas



42-6172
Harris County
Notary Public
C. F. Hoffman
Affidavit
Sept 8, 1933

SF 13434

(4)

Affidavit

Filed

Sept. 11, 1933

John Alfred Corns
By James S. Howard

-3-

posed and being as follows:
being by me first duly sworn, each of his oath de-

and know of my own knowledge that the statements made therein are
true and correct.
have read the foregoing affidavit by C. F. Hoffman

John Alfred Corns
James S. Howard

Sworn to and subscribed before me this the 11th day of

September, A. D. 1933.

[Signature]
Notary Public in and for
Harris County, Texas



41126
H. H. H.

The State of Texas |
County of Harris |

Before me, the undersigned authority, on this day personally appeared HARVEY NICHOLS, known to me to be a credible person, who after being by me duly sworn on oath deposes and says:

My name is Harvey Nichols and I have been a resident of Rosehill, Harris County, Texas, for more than twenty years. I am well acquainted and familiar with those tracts of land in Harris County, Texas, briefly described as follows:

The Chauncey Goodrich Survey of 640 acres; the I&GN Survey, adjoining C. Goodrich on the south; the Geo. Lamb Survey adjoining the I&GN on the south; the land of Sam Lewis in the C. N. Pillot Survey, and the land of Fritz Theis in the C. N. Pillot Survey, west of the West Montgomery Road, as well as the land in the A. Senechal Survey now known as the Quilter place.

When R. M. Huffington departed from this section of Harris County upon the closing of the bank at Tomball, Texas, during the month of November in the year 1920, the cattle belonging to him and to his brother, Joe Huffington, which were being grazed in a pasture comprising the lands above referred to, were taken charge of by the courts and were purchased through the courts by me. Instead of removing these cattle to another location I continued to lease the land comprising the said pasture and I grazed the cattle I had purchased on the said pasture continuously from the time I acquired title to them down through the year 1923 and until sometime in the spring of the year 1924. I purchased several hundred head of cattle through the courts from the creditors of the said Huffingtons and there was no time during the period from the date on which I purchased the said cattle until the spring of the year 1924 that I did not have several hundred head of cattle grazing at all times on the said pasture.

The instance which caused me to stop using the said pasture and remove my cattle to another pasture was the cutting of the fences of the said pasture by representatives of the Quilter family about one year after this land in the Senechal Survey was purchased by the Quilter family. This fact caused me to seek another pasture for the said cattle.

My use of the said pasture including the said Chauncey Goodrich Survey of 640 acres, was as a lessee of the non-resident Reid family, owners of the land. I asserted no claim of ownership to the land itself in any part of the said pasture, and never heard of anyone in this community or vicinity asserting any claim of title adversely to the said Reid family or their predecessors in title, and the use made of said pasture for grazing purposes by the said Huffingtons and the

MANAGEMENT BOND

partners who had been associated with them in the enterprise of buying, raising and selling cattle, had made no claim of ownership to the said C. Goodrich Survey, insofar as I know, but, like myself, were only leasing the land for grazing purposes from the owners, whom I understand to be the said non-resident Reid family.

The reason I am certain that I continued use of the said pasture through the entire year of 1923, is that I have a copy of a grazing lease in my possession which gave me the right to use the said C. Goodrich Survey for grazing purposes during the year 1923. I saw this copy among my papers less than three days ago.

I know, of my own knowledge, that there was no interruption in the use made of the said pasture for grazing purposes by the partnership consisting of R. M. Huffington and Joe Huffington, and other persons associated with them in the enterprise at previous times, including G. W. Brautigam, J. A. Steeger, Jr., from the time this enterprise was undertaken in the year 1917 down to the time when I bought the said cattle through the courts at the close of the Tomball Bank, and I know that there were several hundred head of cattle being grazed in the said pasture at all times from 1917 through 1923, and I know further that the fences were kept in good, stock proof condition during the said period, that is from the summer of the year 1917, through a part of the year 1924, without any interruption whatsoever.

I have never heard of anyone making any claim of ownership to the C. Goodrich Survey, Harris County, Texas, adversely to the non-resident Reid family, and all of those who have made use of the said Chauncey Goodrich Survey for grazing purposes have done so with the permission of the said Reid family, whom they acknowledge to be owners of the said land.

Harvey Nichols

Subscribed and sworn to before me, this the 14th day

of July, A. D. 1933.

H. W. Martens, J. P. Ex officio
Notary Public, Harris County, Texas.

The State of Texas |
County of Harris |

Before me, the undersigned authority, on this day personally appeared HARVEY NICHOLS, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 14th day of July, A. D. 1933.

H. W. Martens, J. P. Ex officio
Notary Public, Harris County, Texas.

CONTRACT AND AGREEMENT OF PARTNERSHIP

RECORDED DEED RCD VOL 2 P 111

DATED: June 25, 1917

FILED: December 19, 1917 at 11:45 A.M

FROM : R.M.Huffington et al

211,903

WITH : G.W.Brantigan et al

THE STATE OF TEXAS {
COUNTY OF HARRIS }

KNOW ALL MEN BY THESE PRESENTS: That we, R.M.Huffington, G.W.Brantigan, Jacob Dekkers, and J.A.Steger Jr. of Harris County Texas do make and enter into the following contract, and agreement of partnership to-wit:

This partnership shall be for a period of five (5) years beginning the 25th. day of June A.D.1917 and ending the 25th. day of June A.D. 1922. The object, and purpose of the partnership shall be the buying, holding and selling of all kinds of live stock, including cattle and horses, and lands for use in said business, as well as the leasing of lands for the same purpose, and any and all such things as shall be necessary in the prosecution of said business:

It is agreed that all the property of the partnership has been furnished and paid for by the said four partners in equal shares, that is one-quarter by each, and that the respective interests therein are one-quarter each, and it is expressly agreed that all funds, and property of whatsoever character belonging to the partnership, both tangible and intangible, including the name of the partnership, shall be used solely for the benefit of the partnership:

That the name of the partnership shall be R.M.Huffington & Company, that all moneys belonging to the partnership shall until and unless decided otherwise by three-fourths of said partners be kept in the First State Bank of Tomball, Texas, in the partnership name, and same shall not be used by any of the partners individually, or for his individual profit, benefit, or purposes in any manner.

That the officers of the partnership shall be President, Vice-President and a Secretary-Treasurer and all checks on the partnership funds must be signed by the Treasurer after previous agreement by a majority of the partners, or by three-fourths of the partners before being paid.

The officers shall be elected for one year terms, but they may be re-elected to the same positions, and their elections may be rescinded and the successors elected by a majority of the partners at any time.



Cont'd # 2
vol.2 Pg 111

That none of the partners hereto shall sell his interest in this partnership to any person not a partner, without first allowing the remaining partners to purchase his interest therein at the same price, and on the same terms as he will sell said interest to any such other person, but no purchaser of such interest who is not a partner shall become a partner by reason of such purchase without the consent of all the partners.

It is further agreed, and understood that each, and every partner shall use his best efforts to increase the income of the partnership, and save the partnership property, and to further the interests of the partnership in every way to the best of his ability, and to this end each partner hereby agrees, and binds himself to give his time, and attention to the partnership business whenever called upon so to do by the other partners.

That the profits of the partnership business shall be equally divided among the partners on the 35th day of June of each year during the life of this partnership, or oftener if agreed to, or demanded by a three-fourths majority of the partners and all losses of the partnership business suffered, or occurring in the conduct thereof as herein agreed, shall be borne equally by the partners hereof.

That the Secretary-Treasurer shall keep a fair and correct book account in which shall be set down all sums of money coming into, or due, or to become due the partnership, and all sums that are paid out, and also a short and concise statement of the purpose, or business for which the sum is paid out, and the source from which are derived all sums paid in, including all bills payable, and all books of accounting shall at all times be open for inspection of any of the said partners.

That in case of the death of any of said partners during the period for which this partnership is to exist, the remaining partners shall within thirty days thereafter, make to the heirs, executors, and administrators of such deceased partner a full, and complete statement faithfully, and truly showing the condition of the partnership business and said partnership may then purchase the interest of such deceased partner, if two-thirds of them agree so to do, at the same price, and upon the same terms that said heirs, executors, or administrators may be willing to sell to any other person subject to orders of the Probate Court, if Probate proceedings be had, or his executors, or administrators.

That any partner may sell his interest in the partnership to the remaining partners or any of them at such price, and on such terms as the buyer and seller of such interest may agree.

That a majority of the partners shall control, and direct all acts of every nature and all business transaction of the partnership.

Cont'd. .

PAGE NUMBER _____



Cont'd # 3
vol.2 pg 111

That no partner hereto shall during the life of this partnership made, or sign as surety, guarantor or endorser any note, bond, bill or other indebtedness for any person.

That at the end of the five years period of this partnership the parties hereto shall meet, and agree to continue the partnership for some definite term of years, or they shall declare said partnership business ended, and proceed to liquidate, and partition the same, or sell the same in such manner as they may agree.

It is also agreed that if any one, or more of the partners being the best offered, or offerers among said partners, shall desire to buy the interest of any other partner, if such interest be for sale, such partner or partners offering to buy the same shall be given a prior right to buy such interest at the same price, and on the same terms that such partner wishing to sell his interest will sell the same to any other person or persons.

That at the present time the partnership owns, and holds the following property in equal shares, that is one-quarter share therein belonging to each partner to-wit:

International & Great Northern Railway Co. Section No. ---
Harris County, Texas, bought from Wm. Sippel, and taken in the name of R.M. Huffington;

A five year lease on the Goodrich 640 acres Harris County Texas leased through W.I. Williamson Co. Agents taken in the names of R.M. Huffington, Jacob Dekkers, and G.W. Brantigan. A five year lease on the Sam Lewis 165 acres Harris County Texas taken in the names of R.M. Huffington, Jacob Dekker, G.W. Brantigan and J.A. Steger, Jr. A five year lease on Fritz Theis 100 acres Harris County, Texas, taken in the names of R.M. Huffington, Jacob Dekker, G.W. Brantigan and J.A. Steger Jr., and all of the leased lands lying near the land owned by the partnership above mentioned.

About 240 head of cattle, and about 8 head of horses and mares.

It is understood, and agreed that it is the intention and purpose from time to time to buy other stock, and lands, and make other leases upon lands, as the business of the partnership may require all to be handled, and held on the same bases, but that no lands shall be purchased, or leased without the consent of all the partners, and that no other cattle shall be purchased, except under such arrangements as may be from time to time approved by all partners, but it is also understood, and agreed that so long as, but no longer than all partners remain satisfied with the present arrangement to-wit:

Cont'd..



Cont'd # 4
vol.2 pg 111

The said Steger, and Brantigan and Dekkers shall have charge of the buying, and selling of cattle, and agreeing upon prices, either of sale, or of purchase.

That all property hereafter bought, or sold, for, or by the partnership shall be faithfully accounted for in the account book of the partnership, and that each partner shall faithfully report to the other partners all his dealing, and acts of whatsoever character with reference to all property and business of the partners;

That all sales, trades, and business dealings done for the partnership must have the previous, or subsequent ratification of a majority of the partners, except as herein otherwise expressed, and unless this be had, the act, or transaction shall not be the act or transaction of the partnership.

If any loss occur in any business done without such consent, or ratification, the partner, or partners responsible for the act, or transaction shall bear the whole of the loss.

That said Huffington shall so long as such arrangement shall be satisfactory to the other partners, have the immediate practical care, and management of the finances of the partnership subject to all the provisions, and restrictions of this instrument.

Witness our hands at Tomball, Texas this the 25th day of June A.D. 1917.

R.M.Huffington
G.W.Brantigan
J.A.Steger, Jr.
Jacob Dekkers

THE STATE OF TEXAS:
COUNTY OF HARRIS:::

Before me, the undersigned authority on this day personally appeared R.M.Huffington, G.W.Brantigan, Jacob Dekkers, and J.A.Steger, Jr., known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 7th day of December, A.D. 1917.

(Seal)

I.G.Clark, Notary Public
Harris County, Texas.



SF 13434

(5)

Applied with

3 lead

Nov 13, 1933

Arthur Allen, Conn.
By Louise E. Howard

71126
Held

The State of Texas |
County of Harris |

Before me, the undersigned authority, on this day personally appeared WALTER BRAUTIGAM, well known to me to be a credible person, who after being by me duly sworn on oath deposes and says:

I am a resident of Tomball, Texas, and have been for more than twenty years. On June 25, 1917, R. M. Huffington, J. A. Steeger, Jr., Jacob Dekkers, and Affiant, entered into a partnership agreement, as set out in detail in the attached copy of partnership agreement marked "Exhibit A".

The purpose of this partnership was to buy, raise, and sell cattle. The land on which the grazing of our cattle was to be conducted was as follows:

All of the Chauncey Goodrich 640 acre survey; the I. & G. N. Survey adjoining the Goodrich Survey on the south; the Geo. Lamb Survey adjoining the I. & G. N. Survey on the south; all of the Sam Lewis land in the C. N. Pillot Survey; and all the land of Fritz Theis in the C. N. Pillot Survey lying west of the West Montgomery Road, all in Harris County, Texas.

The said Geo. Lamb and I. & G. N. Surveys had been purchased in fee, but the other lands above referred to were leased from the owners for grazing purposes and were not owned nor claimed by the partnership. All of the Chauncey Goodrich Survey was leased through a real estate agent in Houston, Texas, by the name of Williamson, the land being owned by the Reid family, who were not residents.

Pursuant to the partnership agreement the land above referred to was completely enclosed within stock proof fence in the summer of the year 1917 and within one month from the date of the partnership agreement, which was June 25, 1917; in fact, my recollection is that the fencing was completed and cattle purchased before the partnership agreement was actually signed.

There were cross fences separating the Geo. Lamb Survey from the remainder of the pasture, and separating the I & GN Survey from that portion of the pasture lying north of the said I. & G. N. Survey; however, there were gates in these cross fences and all of the tracts above listed were used as the pasture of the partnership, and there were cattle being grazed on all parts of the tracts of land above listed at all times during the existence of this partnership.

Although I do not recall just how many head of cattle were placed within the pasture above described in the summer of 1917, I do know that there were something like the 240 head of cattle mentioned in the attached partnership agreement

See Statement of affiant in SF 13441, as to what was considered south line of C. Goodrich survey. i.c.H. 12-8-33.

and there were at all times during the existence of the partnership a material number of cattle and horses grazing within the said pasture at all times without any interruption whatsoever until the time when Harvey Nichols, a resident of Rosehill, Harris County, Texas, discontinued his use of the said pasture, the date of his discontinuance not being known to me, although I believe it was in the spring of the year 1924, and it was certainly more than two years after R. M. Huffington departed from this section of Harris County upon the closing of the bank at Tomball, Texas, which was in the year 1920.

Although I was one of the original partners, as shown by the attached copy of partnership agreement, I withdrew in the fall of the year 1918, selling my interest at that time, but since I remained a resident of Tomball, Harris County, Texas, I know that the cattle raising contemplated by the partnership agreement was continued without interruption until the said R. M. Huffington departed from this section upon the closing of the bank in 1920.

When the said Huffington departed, his property passed into the custody of the courts and the said Harvey Nichols purchased the cattle which by that time had become the property of R. M. Huffington and his brother, Joe Huffington, the interest of the other parties having been purchased by the two Huffington brothers. And the said Harvey Nichols took over the leases on the land not owned by the Huffingtons but being under lease to them, and the said Harvey Nichols continued to graze his cattle within the said pasture as it was first established, as described above, for two or three years, but I am not sure just when the said Harvey Nichols removed his cattle from the said pasture.

Within a few months after the beginning of the said partnership in June, 1917, the land now known as the Quilter lands in the August Senechal Survey, was also leased by the partnership and became a part of the said partnership pasture, and was fenced in with the other lands described above, and the so called Quilter tract of land was included within the said pasture for several years, the exact time of which I do not recall.

I repeat that at all times from about the month June, in the summer of the year 1917, through the date on which the said Harvey Nichols removed the cattle, he had purchased through the courts from the creditors of the said Huffingtons, there was no time when the fences around the pasture above described were not kept up in good condition, and there was no time during this period that a large number of cattle were not being grazed within this pasture.

The use of the said pasture by the several partners, and subsequently by the said Nichols for grazing purposes, was open, visible, notorious, and commonly known to all persons who had occasion to pass along the roads and observe the use being made of the land. The said partnership and all parties who were members of it at various times, and the said Harvey Nichols, recognized the ownership of the non-resident Reid family of the Chauncey Goodrich Survey, and all of the parties above referred to made use of the said

Chauncey Goodrich Survey as lessees of the said Reids,
and I have never heard of anyone asserting any claim of
ownership to the land itself in the said Chauncey Good-
rich Survey.

W. Brautigam

Subscribed and sworn to before me, this the 13th day
of July, A. D. 1933.

Willie Maude Snowden
Notary Public, Harris County, Texas.

The State of Texas |
County of Harris |

Before me, the undersigned authority, on this day per-
sonally appeared WALTER BRAUTIGAM, known to me to be the person
whose name is subscribed to the foregoing instrument, and ac-
knowledged to me that he executed the same for the purposes and
consideration therein expressed.

Given under my hand and seal of office this the 13th
day of July, A. D. 1933.

Willie Maude Snowden
Notary Public, Harris County, Texas.

"Exhibit A"

Handwritten notes:
 R.M. Huffington
 G.W. Brantigan
 J.A. Steger Jr.

CONTRACT AND AGREEMENT OF PARTNERSHIP

RECORDED DEED ROD VOL 2 P 111

DATED: June 25, 1917

FILED: December 19, 1917 at 11:45 A.M.

FROM : R.M.Huffington et al

\$ 211,903

WITH : G.W.Brantigan et al

 THE STATE OF TEXAS |
 COUNTY OF HARRIS |

KNOW ALL MEN BY THESE PRESENTS: That we, R.M.Huffington, G.W. Brantigan, Jacob Dekkers, and J.A.Steger Jr. of Harris County Texas do make and enter into the following contract, and agreement of partnership to-wit:

This partnership shall be for a period of five (5) years beginning the 25th. day of June A.D.1917 and ending the 25th. day of June A.D. 1922, The object, and purpose of the partnership shall be the buying, holding and selling of all kinds of live stock, including cattle and horses, and lands for use in said business, as well as the leasing of lands for the same purpose, and any and all such things as shall be necessary in the prosecution of said business;

It is agreed that all the property of the partnership has been furnished and paid for by the said four partners in equal shares, that is one-quarter by each, and that the respective interests therein are one-quarter each, and it is expressly agreed that all funds, and property of whatsoever character belonging to the partnership, both tangible and intangible, including the name of the partnership, shall be used solely for the benefit of the partnership;

That the name of the partnership shall be R.M.Huffington & Company, that all moneys belonging to the partnership shall until and unless decided otherwise by three-fourths of said partners be kept in the First State Bank of Tomball, Texas, in the partnership name, and same shall not be used by any of the partners individually, or for his individual profit, benefit, or purposes in any manner.

That the officers of the partnership shall be President, Vice-President and a Secretary-Treasurer and all checks on the partnership funds must be signed by the Treasurer after pervious agreement by a majority of the partners, or by three-fourths of the partners before being paid.

The officers shall be elected for one year terms, but they may be re-elected to the same positions, and their elections may be recinded and the successors elected by a majority of the partners at any time.

Continued - - -

Cont'd # 3
 vol. 2 Pg 111

That none of the partners hereto shall sell his interest in this partnership to any person not a partner, without first allowing the remaining partners to purchase his interest therein at the same price, and on the same terms as he will sell said interest to any such other person, but no purchaser of such interest who is not a partner shall become a partner by reason of such purchase without the consent of all the partners.

It is further agreed, and understood that each, and every partner shall use his best efforts to increase the income of the partnership, and save the partnership property, and to further the interests of the partnership in every way to the best of his ability, and to this end each partner hereby agrees, and binds himself to give his time, and attention to the partnership business whenever called upon so to do by the other partners.

That the profits of the partnership business shall be equally divided among the partners on the 25th day of June of each year during the life of this partnership, or oftener if agreed to, or demanded by a three-fourths majority of the partners and all losses of the partnership business suffered, or occurring in the conduct thereof as herein agreed, shall be borne equally by the partners hereof.

That the Secretary-Treasurer shall keep a fair and correct book account in which shall be set down all sums of money coming into, or due, or to become due the partnership, and all sums that are paid out, and also a short and concise statement of the purpose, or business for which the sum is paid out, and the source from which are derived all sums paid in, including all bills payable, and all books of accounting shall at all times be open for inspection of any of the said partners.

That in case of the death of any of said partners during the period for which this partnership is to exist, the remaining partners shall within thirty days thereafter, make to the heirs, executors, and administrators of such deceased partner a full, and complete statement faithfully, and truly showing the condition of the partnership business and said partnership may then purchase the interest of such deceased partner, if two-thirds of them agree so to do, at the same price, and upon the same terms that said heirs, executors, or administrators may be willing to sell to any other person subject to orders of the Probate Court, if Probate proceedings be had, or his executors, or administrators.

That any partner may sell his interest in the partnership to the remaining partners or any of them at such price, and on such terms as the buyer and seller of such interest may agree.

That a majority of the partners shall control, and direct all acts of every nature and all business transaction of the partnership.

Cont'd. .

Cont'd # 3
vol.2 pg 111

That no partner hereto shall during the life of this partnership made, or sign as surety, guarantor or endorser any note, bond, bill or other indebtedness for any person.

That at the end of the five years period of this partnership the parties hereto shall meet, and agree to continue the partnership for some definite term of years, or they shall declare said partnership business ended, and proceed to liquidate, and partition the same, or sell the same in such manner as they may agree.

It is also agreed that if any one, or more of the partners being the best offered, or offerers among said partners, shall desire to buy the interest of any other partner, if such interest be for sale, such partner or partners offering to buy the same shall be given a prior right to buy such interest at the same price, and on the same terms that such partner wishing to sell his interest will sell the same to any other person or persons.

That at the present time the partnership owns, and holds the following property in equal shares, that is one-quarter share therein belonging to each partner to-wit:

International & Great Northern Railway Co. Section No. ---
Harris County, Texas, bought from W. Sippel, and taken in the name of R. M. Huffington;

A five year lease on the Goodrich 640 acres Harris County Texas leased through W. I. Williamson Co. Agents taken in the names of R. M. Huffington, Jacob Dekkers, and G. W. Brantigan. A five year lease on the San Lewis 165 acres Harris County Texas taken in the names of R. M. Huffington, Jacob Dekker, G. W. Brantigan and J. A. Steger, Jr. A five year lease on Fritz Theis 100 acres Harris County, Texas, taken in the names of R. M. Huffington, Jacob Dekker, G. W. Brantigan and J. A. Steger Jr., and all of the leased lands lying near the land owned by the partnership above mentioned.

About 240 head of cattle, and about 8 head of horses and mares.

It is understood, and agreed that it is the intention and purpose from time to time to buy other stock, and lands, and make other leases upon lands, as the business of the partnership may require all to be handled, and held on the same bases, but that no lands shall be purchased, or leased without the consent of all the partners, and that no other cattle shall be purchased, except under such arrangements as may be from time to time approved by all partners, but it is also understood, and agreed that so long as, but no longer than all partners remain satisfied with the present arrangement to-wit:

Cont'd..

Cont'd # 4
vol. 2 pg 111

The said Steger, and Brantigan and Dekkers shall have charge of the buying, and selling of cattle, and agreeing upon prices, either of sale, or of purchase.

That all property hereafter bought, or sold, for, or by the partnership shall be faithfully accounted for in the account book of the partnership, and that each partner shall faithfully report to the other partners all his dealing, and acts of whatsoever character with reference to all property and business of the partners;

That all sales, trades, and business dealings done for the partnership must have the previous, or subsequent ratification of a majority of the partners, except as herein otherwise expressed, and unless this be had, the act, or transaction shall not be the act or transaction of the partnership.

If any loss occur in any business done without such consent, or ratification, the partner, or partners responsible for the act, or transaction shall bear the whole of the loss.

That said Huffington shall so long as such arrangement shall be satisfactory to the other partners, have the immediate practical care, and management of the finances of the partnership subject to all the provisions, and restrictions of this instrument.

Witness our hands at Tomball, Texas this the 25th day of June A. D. 1917.

R. M. Huffington
G. W. Brantigan
J. A. Steger, Jr.
Jacob Dekkers

THE STATE OF TEXAS:
COUNTY OF HARRIS:!!!

Before me, the undersigned authority on this day personally appeared R. M. Huffington, G. W. Brantigan, Jacob Dekkers, and J. A. Steger, Jr., known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 7th day of December, A. D. 1917.

(Seal)

I. C. Clark, Notary Public
Harris County, Texas.

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SF 13434

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Apollonit
field

Nov. 13, 1933

Arthur Allen, Comr.
Bygonia c. Harwood

THE STATE OF TEXAS |
 |
COUNTY OF HARRIS |

Before me, the undersigned authority, on this day personally appeared C.F.Hoffman, a resident citizen of Harris County, Texas, known to me to be a person whose statements are worthy of full faith and credit, who, being by me first duly sworn, on his oath deposes and says as follows:

My name is C.F.Hoffman. I am 58 years of age and live at Tomball, Texas. About the year 1920, William Holderrieth, S. T.Doughtie, Fritz Froehlich and William Hirsch and affiant bought a tract of land known as the I&GN Survey, Abstract 952, near Tomball in Harris County, Texas, from R.M. Huffington and R.M. Huffington & Company. We purchased all of the survey except the 10 acres in the northwest quarter thereof owned by J.F.W.Kobs et al. The north line of the I&GN Survey at the time we purchased it was recognized as being coincident with the eastern portion of the south line of the John M. Hooper Survey and the western portion of the south line of the C. Goodrich Survey, both of which surveys lie to the north. At the time we purchased this survey there was a fence running to the south and east of the Kobs 10-acre tract and thence running in an easterly direction from the northeast corner of the Kobs 10-acre tract to the west line of the A. Senechal Survey. This fence along part of its course veered to the south of the south line of the Chauncey Goodrich Survey forming a little triangular tract between the south line of the Goodrich and the fence which includes approximately 4 acres of land. At the time we purchased this land affiant knew that the fence was south of what was accepted as the true north line of the I&GN Survey and the true south line of the Goodrich Survey. The land was not of much value at the time and no one was claiming it adversely to affiant and his co-owners, and for this reason it was not considered that it was worth while to change the fence.

So long as affiant and others were co-tenants owning the I'GN Survey they claimed their north line to be along the south line of the Kobs 10-acre tract and along the south line of the Hooper and Goodrich Surveys and did not consider that the fence along all its course was on their true north line.

About the year 1925 affiant and M.A. Quilter built a fence along the east line of the I&GN Survey and along the west line of the A. Senechal Survey extending from the southwest to the northwest corner of the Senechal Survey. In constructing this fence we built it on north to the recognized south line of the Goodrich Survey. Mr. Quilter at that time built a fence thence east from the northwest corner of the Senechal in order to complete his enclosure. This shows that at that time affiant considered that his true north line was coincident with the south line of the Goodrich because he helped construct that fence, as stated, on north to the Goodrich south line, thus extending this fence on north some _____ feet to the north of the eastern terminus of the old fence which ran south of the Goodrich Survey.

About the year 1930, the other co-owners of the I&GN Survey conveyed to affiant as his portion of said survey approximately the east one-fifth of the acreage included therein. It was the intention of affiant to obtain, and the intention of his vendors to convey to him, all of the east fifth of the survey extending on north to the C. Goodrich Survey and Hooper Survey lines, after eliminating the Kobs 10-acre tract. From that day on affiant claimed north to the recognized south line of the Goodrich Survey and still claims it.

Since affiant had all along recognized the fact that the fence was not on his true north line, affiant recently considered that it would be advisable for him to extend his fence to the south line of the Goodrich Survey in order that he may have in his undisputed possession all of the land that he owned or claimed up to the south line of the Goodrich Survey.

While the little strip north of the fence and south of the Goodrich south line was not included in affiant's fence until recently, no one has claimed it adversely to affiant until quite recently some claims have been asserted by parties to affiant unknown. However, to show that affiant has claimed this strip, affiant states the fact that in the years 1929 and 1930 he mowed the prairie grass off of the little strip lying north of the fence and south of the Goodrich line. In doing so, affiant was not interfered with or molested by anyone. He did so under his own claim or right of ownership.

Affiant further says that there was no lawful fence maintained which enclosed the C. Goodrich Survey from about 1925 until about the year 1932. Hence, it will be seen that there was no enclosure to the north which would include the little strip lying north of said fence and south of the Goodrich south line from about the year 1925 until about the year 1932.

Further affiant saith not.

C.F. Hoffman

Sworn to and subscribed before me, this the 24th day of November, A.D. 1933.

C. S. Keefer
Notary Public in and for Harris County, Texas.

The State of Texas |
County of Harris |

Before me, the undersigned authority, on this day personally appeared C.F. Hoffman known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 24th day of November, A.D. 1933.

C. S. Keefer
Notary Public in and for Harris County, Texas.

Handwritten notes:
Keefer
L. S. Keefer
L. S. Keefer
L. S. Keefer
L. S. Keefer

4813172

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While the little strip north of the fence and south of the Goodrich south line was not included in affiant's fence until recently, no one has claimed it adversely to affiant until quite recently some claims have been asserted by parties to affiant unknown. However, to show that affiant has claimed this strip, affiant states the fact that in the years 1929 and 1930 he mowed the prairie grass off of the little strip lying north of the fence and south of the Goodrich line. In doing so, affiant was not interfered with or molested by anyone. He did so under his own claim or right of ownership.

Affiant further says that there was no lawful fence maintained which enclosed the C. Goodrich survey from about 1925 until about the year 1932. Hence, it will be seen that there was no enclosure to the north which would include the little strip lying north of said fence and south of the Goodrich south line from about the year 1925 until about the year 1932.

Further affiant said not.

Sworn to and subscribed before me, this the 27th day

of November, A.D. 1933.

Notary Public in and for Harris County, Texas.

The State of Texas |
County of Harris |

Before me, the undersigned authority, on this day personally appeared C.F. Hoffman known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 27th day of November, A.D. 1933.

Given under my hand and seal of office this the 27th day

Notary Public in and for Harris County, Texas.

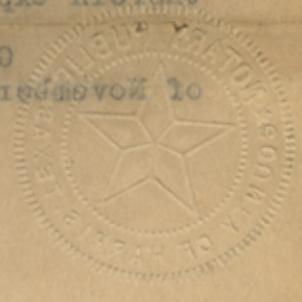
SF 13434 (7)

Affidavit

Filed

Nov. 27, 1933

Attest: C. M. ...
By: C. M. ...



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THE STATE OF TEXAS |
COUNTY OF HARRIS |

Before me, the undersigned authority, on this day personally appeared J. L. Winslow and J. H. Ridgeway, known to me to be persons whose statements are worthy of full faith and credit, who, being by me first duly sworn, each on his oath deposes and says as follows:

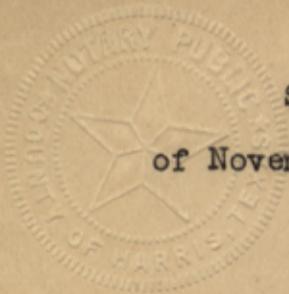
I have lived in the vicinity of Tomball, Texas, for a number of years. I know it to be a fact that C.F. Hoffman during the years 1929 and 1930 mowed and harvested the grass off of a small tract of land in what has been considered to be the I&GN Survey near Tomball in Harris County, Texas, this small tract lying north of the fence, which small strip of land has always been considered to be in the I&GN Survey lying south of the Goodrich Survey south line and north of the fence, which in turn lies slightly to the south of the south line of the Goodrich Survey. We have never heard of anyone disputing the title of Mr. Hoffman and his co-tenants to that strip after they bought the I&GN Survey from the Huffingtons in 1920, nor have we heard of anyone disputing Mr. Hoffman's title to the eastern portion of that strip since the east one-fifth of the I&GN Survey was deeded to him by his co-tenants about the year 1930. He has claimed up to the south line of the C. Goodrich Survey.

Further affiants say not.

J. L. Winslow
J. H. Ridgeway

Sworn to and subscribed before me, this the 24th day of November, A.D. 1933.

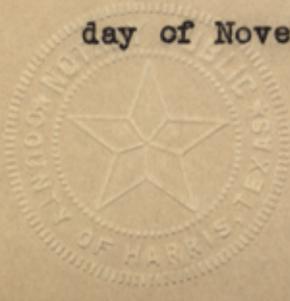
W. Keefer
Notary Public in and for Harris
County, Texas.



THE STATE OF TEXAS |
COUNTY OF HARRIS |

Before me, the undersigned authority, on this day personally appeared John L. Winslow and J. H. Ridgeway, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 24th day of November, A.D. 1933.



[Signature]
Notary Public in and for Harris County, Texas.

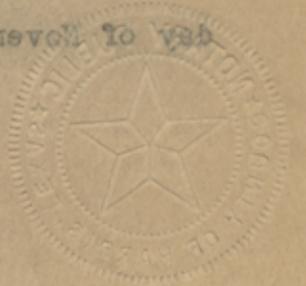
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Escribano
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J. H. Ridgeway
J. L. Winslow
Notary Public

THE STATE OF TEXAS
COUNTY OF HARRIS

Before me, the undersigned authority, on this day
personally appeared _____
and _____
known to me to be the persons whose names are subscribed to the
foregoing instrument and acknowledged to me that they executed
the same for the purposes and consideration therein expressed.
Given under my hand and seal of office this the 27th

day of November, A.D. 1933.

Notary Public in and for Harris
County, Texas.



SF 13434 (8)

Affidavit
Filed

Nov. 27, 1933
J.H. Walker, Comr.
By Louise C. Harwood

No. 587230

Wm. Holderrieth, et al

To

C. F. Hoffman

Deed

The State of Texas,
County of Harris.

Whereas, heretofore, on the 7th day of January, 1930, Wm. Holderrieth, S. T. Doughtie, F. Froehlich, and William Hirsch, did execute and deliver to C. F. Hoffman, a deed conveying 123.05 acres of land out of the I. & G. N. Ry. Co. Survey, said deed being recorded in vol. 828 at page 268, of the deed records of Harris County, Texas, reference to said deed and to the record thereof, being hereby made for all purposes.

And whereas, in said conveyance by mistake the second call of the description therein was made to read as follows:

Thence north along the east line of the I. & G. N. Ry. Co. Survey and the west line of the A. Senechal Survey, 18⁴⁷ vrs. to a stake in the east line of the I. & G. N. Ry. Co. Survey and in the west line of the A. Senechal Survey for corner; when in truth and in fact this call should have read as follows, to-wit:

Thence north along the east line of the I. & G. N. Ry. Co. Survey and the west line of the A. Senechal Survey, 18⁴⁷ vrs. to a stake in the south line of the Chauncey Goodrich Survey, same being the northeast corner of the I. & G. N. Ry. Co. Survey and the northwest corner of the A. Senechal Survey.

And whereas, to prevent difficulties hereafter, it is expedient to correct said description.

Now, therefore, know all men by these presents, that we, Wm. Holderrieth, S. T. Doughtie, F. Froehlich and William Hirsch, for the consideration mentioned in the above conveyance, and of \$1.00 to us paid by C. F. Hoffman, have bargained, granted, sold, conveyed, and confirmed, and by these presents do bargain, grant, sell, convey and confirm unto the said C. F. Hoffman all of the following described tract of land situated in Harris County, Texas, to-wit:

Beginning at the point of intersection of the center line of the road along the line between the Lamb and I. & G. N. _ Surveys, with the center line of the road along the line between G. Lamb and Chas. Marriott Surveys,

at the SE corner of the I. & G. N. _ Survey, which is also the SW corner of the A. Senechal Survey, the NE corner of the G. Lamb Survey, the NW corner of the Chas. Marriott Survey, and the SE corner of this tract;

Thence north 0 deg. 31' west 5246 feet with the line between this tract and the Hope Quilter tract in the A. Senechal Survey to a point in the south line of the C. Goodrich Survey at the NE corner of this tract;

Thence south 89 deg. 05' west 1038.4 feet with the south line of the C. Goodrich Survey, the line between this tract and the Hubert Reid Estate, 640 acre tract, to a point the NW corner of this tract, the same being the NE corner of the Ben Weindorf 125.01 acre tract;

Thence south 0 deg. 31' east 5241.6' along the line between this tract and the Ben Weindorf 125.01 acre tract, to a point in the center line of the road between the I. & G. N. _ and the G. Lamb Surveys for the SW corner of this tract, the same being the SE corner of the Ben Weindorf tract;

Thence north 89 deg. 20' east 1038.4 feet with the center line of the road between this tract and the Fred Martens tract in the G. Lamb Survey to the point of beginning.

The tract containing 125.01 acres of land, more or less.

To have and to hold the above described premises, together with all and singular, the rights, hereditaments and appurtenances thereto in anywise belonging unto the said C. F. Hoffman, his heirs and assigns forever.

Witness our hands this the 28th day of July, A. D., 1933.

Wm. Holderrieth S. T. Doughtie Wm. Hirsch F. Froehlich

The State of Texas,

County of Harris.

Before me, the undersigned authority, on this day personally appeared Wm. Holderrieth, S. T. Doughtie, F. Froehlich, and William Hirsch, known to me to be the persons whose names are subscribed to the foregoing instrument, and each acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this the 28th day of July, 1933.

A. H. Keefer, Notary Public, Harris County, Texas. (Seal)

Filed for record Aug. 22, 1933 at 1:40 o'clock P.M.

Recorded Aug. 23, 1933 at 3:30 o'clock P.M.

SF 13434

(9)

Transfer

Filed

Nov. 27, 1933

W. H. Waldron, Com'r.
of Deeds Harris Co. Texas

Filed only for purpose
of determining the applicant's
payment right to land.

12-8-33

Albert Townsend, Clerk County Court, Harris County, Texas.

I, Albert Townsend, Clerk County Court, in and for Harris County, Texas,
do hereby certify that the above and foregoing is a true and correct copy of
Deed dated July 28th, 1933, from Wm. Holdreth, et al, to G. F. Hoffman,
as the same appears of record in my office in records of Deeds, Volume 934,
Page 111.

Given under my hand and seal of office at Houston, Texas, this 21st day
of November, A. D., 1933.



Albert Townsend, Clerk
County Court, Harris County, Texas.
By _____ Deputy.

5650

415 Pecore Street,
Houston, Texas.
September 18, 1933.

Mr. S. S. Sayers,
Acting Land Commissioner,
Austin, Texas.

Dear Sir:

At the time Mr. C. F. Hoffman filed his papers in applying to purchase an alleged vacancy on the north part of the I. & G. N. Survey, Harris County, Texas, wherein he had a preferred right to purchase 28 acres, Mr. Hoffman inadvertently failed to include a copy of the deed to him. I am at this time enclosing abstractor's copies of this deed in order that you may check as to the exact amount of consideration due to the State of Texas when this patent is made.

I wish to take this opportunity to thank you for the consideration shown us on our visit to your office on September 11th.

Yours very truly,

Willard Shuart
Willard Shuart.

WS:wmw

*Not a/c from the
co. after records.
Two of these already filed here
see SF — for other deeds? ?*

RECEIVED

SEP 19 1933

REFERRED TO *Shuart*

Vol. 528 p 429 DR

#110071

Release of V/L

Dated- March 10th, 1923.

C. F. Hoffman.

-TO-

Wm. Holderrieth, et al

State of Texas,
County of Harris.

Whereas, by deed dated September 18th, 1917, Wm. Sippel and wife, Katherine Sippel, of Easton, Faribault County, Minnesota, conveyed to R.M. Huffington, of Harris County, Texas, Six Hundred, Fifteen and one-fourth (615-1/4) acres of land in Harris County, Texas, patented to the International & Great Northern Railroad Company, by virtue of Landscript No. 505, reserving a vendor's lien to secure the payment of the unpaid purchase money in the sum of Five Thousand Five Hundred thirty-eight and 00/100 (\$5,538.00) dollars, evidenced by four (4) promissory notes, each for the principal sum of One thousand three hundred, eighty-four and 50/100 (\$1,384.50) dollars, which said land and notes are particularly described in said deed, which is of record in volume 395, page 73, and 74 of the Deed Records of Harris County, Texas, to which reference is now made; and

Whereas, after the payment to said Wm. Sippel, the payee in said notes named, of the first two (2) notes of the series, the third and fourth notes of said series together with the lien securing their payment, were sold, transferred and assigned by the said Wm. Sippel, to C.F.Hoffman of Harris County, Texas, by instrument dated September 18th, 1921, and recorded in Book 500 at page 459, of the deed records of Harris County, Texas, to which reference is now made;

Whereas, said land was, by deed dated October 20, 1920, recorded in Book 464, page 376, of the deed records of Harris County, Texas, to which reference is now made, conveyed by R. M. Huffington and R. M. Huffington & Company to Wm. Holderrieth C.F. Hoffman, S. T. Doughtie, F. Froehlich and Wm. Hirsch, in consideration (in part) of the assumption by said grantees of the unpaid notes given by said Huffington to Wm. Sippel hereinabove described; and

Whereas, said notes have been fully paid off and discharged the said Wm. Holderrieth, C. F. Hoffman, S.T.Doughtie F.Froehlich and Wm. Hirsch, each satisfying and paying his proper proportionate part (to-wit one-fifth (1/5) thereof;

Now, therefore, I, the said C.F.Hoffman, owner and holder of the said notes Nos. 3 and 4 above described, hereby acknowledged full payment and satisfaction thereof, and hereby release, discharge and acquit the said land from all lien, charge or incumbrance of any character existing by virtue of said notes and the vendor's lien reserved to secure the same in the deed of conveyance first hereinabove referred to; it being expressly understood and agreed that nothing herein contained shall in any manner operate to divest out of me, or in any manner or degree impair my one-fifth interest in and to said land acquired under the deed from R.M.Huffington and R.M.Huffington & Company to Wm. Holderrieth, et al, hereinabove referred to, and the sole purpose of this instrument being to evidence, in connection with the transfer from Wm. Sippel, to me, hereinbefore referred to, full and final payment of the notes hereinabove described and to satisfy and discharge the lien and incumbrance securing the same.

cont'd----

HY
O-CJR

Cont'd #2
Vol. 528 p 429 DR

Witness my hand this 10th day of March, A.D. 1923.

C.F.Hoffman

State of Texas,
County of Harris.

Before me, the undersigned authority, on this day personally appeared C.F.Hoffman known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this the 10th day of March, A.D. 1932.

L.Temme.
Notary Public, in and for
Harris County, Texas.

(SEAL)

Filed for record Mar. 13, 1923 at 8-55 A.M.

THE STATE OF TEXAS,
COUNTY OF HARRIS.

THIS IS TO CERTIFY: That the above and foregoing is a true and correct copy of the Release from C. F. Hoffman to Wm. Hold-erreith et al, dated March 10th, 1923 as the same appears of record in Vol. 528 at page 429 of the Deed Records of Harris County.

HARRIS COUNTY ABSTRACT COMPANY,

BY

Frank J. Breaker
Manager.
R

Houston, Texas, Sept, 14th, 1933.

SF 1043 F
mid 9/1903

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Vol. 328 p 268 DR

#443907

Quit-Claim Deed.

Dated- January 7th, 1930

Wm. Holderrieth, et al

-TO-

C. F. Hoffman

State of Texas,
County of Harris.

Know all men by these presents: That we, Wm. Holderrieth S.T. Doughtie F. Froehlich and Wm. Hirsch of the County of Harris, State of Texas, for and in consideration of the sum of one (\$1.00) dollar to us in handpaid by C. F. Hoffman and for the purpose of partition the receipt whereof is hereby acknowledged and confessed do by these presents bargain, sell release and forever quit-claim unto the said C.F. Hoffman of the County of Harris, State of Texas, his heirs and assigns, all our right, title and interest in and to that certain tract or parcel of land lying in the County of Harris State of Texas described as follows, to-wit:

Being that certain tract or parcel of land lying and being situate in the County of Harris State of Texas and being 123.05 acres of land out of the said Survey or tract patented to the International & Great Northern Railroad Company by virtue of land script No. 505 and issued to the International & Great Northern Railroad Company by the Commissioner of the General Land Office May 24 1875 and said entire tract being fully described in a deed dated the 20th day of October, A.D., 1920 from R. M. Huffington individually and R. M. Huffington & Company to the grantors and grantee herein recorded in vol. 464, page 376 deed records of Harris County, Texas, but the 123.05 acres of land here conveyed by the grantors to the grantee is described as follows. to-wit:

Beginning at a stake being the northeast corner of the George Lamb Survey and the southeast corner of the International & Great Northern Railroad Company Survey and from said stake

Thence north along the east line of the International & Great Northern Railroad Company's survey and the west line of the A. Seneschal Survey 1847 varas to a stake in the East line of the International Great Northern Railroad Company's Survey and in the west line of the A. Seneschal Survey for corner;

Thence west 375.56 varas for corner;

Thence South 1847 varas parallel with the east line of the said International & Great Northern Railroad Company's Survey and with the west line of the A. Seneschal Survey 1847 varas to a point in the South line of the International & Great Northern Railroad Company's Survey and the North line of the George Lamb Survey for corner;

Thence East 375.56 varas to the place of beginning being the southeast corner of the International and Great Northern Railroad Company's Survey and the Northeast corner of the George Lamb Survey containing 123.05 acres of land.

To have and to hold the above described premises, with all and singular the rights, hereditaments and appurtenances, thereto in anywise belonging unto the said C. F. Hoffman his heirs and assigns, forever. In witness whereof our signatures this the 7th day of January, A.D. 1930.

cont'd---

Cont'd #2
#828 p 268 DR

Wm. Holderrieth.
S.T. Doughtie.
F. Froehlich.
Wm. Hirsch.

The State of Texas,
County of Harris.

Before me, the undersigned authority, on this day personally appeared Wm. Holderrieth S.T. Doughtie and F. Froehlich and Wm. Hirsch, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they each executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this the 7th day of January, A.D. 1930.

A.H. Keefer,
Notary Public, Harris County, Texas.

(SEAL)

Filed for record Jan 21, 1930 at 9-45 A.M.

THE STATE OF TEXAS,
COUNTY OF HARRIS.

THIS IS TO CERTIFY: That the above and foregoing is a true and correct copy of the deed from Wm. Holderreith et al to C. F. Hoffman, dated January 7th, 1930 as the same appears of record in Vol. 828 at page 268 of the Deed Records of Harris County.

HARRIS COUNTY ABSTRACT COMPANY,

By

Frank J. Breaker
Manager.
R

Houston, Texas, Sept. 14th, 1933.

here



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SF 13434

Recd 9/19/32

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464 p 376

R. M. Huffington, et al

44946

to

Deed

Wm. Holderrieth, et al.

Dated - October 20th 1920

The State of Texas,
County of Harris.

Know all men by these presents; that we, R.M. Huffington and R.M.Huffington and Company, of the County of Harris, State of Texas for and in consideration of the sum of seventeen thousand one hundred fifty three and 50/100 (\$17,153.50) dollars to me paid and secured to be paid by Wm. Holderrieth, C.F. Hoffman, S.T. Doughtie, F. Froehlich, and Wm. Hirsch as follows: Thirteen thousand dollars (\$13,000.00) cash, the receipt of which is hereby acknowledged and confessed and the assumption of the payment and the obligation to pay by the said Wm. Holderrieth, C.F.Hoffman, S.T. Doughtie, F.Froehlich and W. Hirsch of three (3) certain promissory notes, each for the principal sum of thirteen hundred eighty-four and 50/100 dollars (\$1384.50) secured by a vendor's lien on the hereinafter described property, signed by the said R.M.Huffington payable to the order of Wm. Sippel, being notes Nos two (2) three (3) and four (4) of a series of four (4) notes, Note No two (2) maturing September 18, 1920, note No three (3) maturing September 18, 1921 and Note No four (4) maturing September 18, 1922, all of said notes bearing interest from date to maturity at the rate of six per cent per annum and ten per cent (10%) per annum after maturity until paid, all of said notes being payable at the First State Bank of Tomball, Texas, in exchange on New York City, New York and being more particularly described in a certain deed dated the 18th of September 1917, from Wm. Sippel and wife Katherine Sippel, conveying the hereinafter described property to R. M. Huffington, which said deed is of record in vol. 395 pages 73 and 74, of the deed records of Harris County, Texas, to which reference is made for more particular description have granted, sold and conveyed and by these presents do grant, sell and convey unto the said Wm. Holderrieth, C.F.Hoffman, S.T. Doughtie, F.Froehlich and Wm. Hirsch of the county of Harris, State of Texas, all that certain tract or parcel of land in Harris County Texas, patented to the International and Great Northern Railroad Company by virtue of land scrip 505 and issued to the International and Great Northern Railroad Company by the Commissioner of the General Land office May 24th 1875, and said land being more particularly described as follows to-wit:

Beginning at the northwest corner of a survey of 320 acres in the name of George Lamb;

Thence north 1763 varas to a stake in the west line of said I. & G. N. R R Co survey, and in the south line of fence of J.F.W.Kobs' enclosure distant 84 varas south of the original northwest corner of said I & G N RR Co. survey in the south line of J.M.Hooper survey and distant 42.9 varas south 79-1/3 east from the southwest corner of Kobs' enclosure;

Thence north 7 1/2 east 143.2 varas to another corner of Kobs' enclosure in the south line of the Hooper survey and north line of I & G.N. RR Co survey;

Thence east with the south line of the Hooper and Goodrich surveys 1575 varas to a stake the original N.E. corner of said I. & G.N.

R.R. Co survey in the west line of the A. Senechal survey;

464 p 376
Page #2

Thence south with the same, 1847 varas to a stake the northeast corner of the aforesaid George Lamb survey;

Thence west 1900 varas to the place of beginning, and containing six hundred fifteen and one fourth (815.25) acres of land.

To have and to hold the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Wm. Holderrieth, C.F. Hoffman, S.T. Doughtie, F. Froehlich and Wm. Hirsch, their heirs and assigns forever, and I do hereby bind myself my heirs, executors and administrators to warrant and forever defend, all and singular the said premises unto the said Wm. Holderrieth, C. F. Hoffman, S. T. Doughtie, F. Froehlich and Wm Hirsch, their heirs and assigns against every person whoms oever lawfully claiming or to claim the same or any part thereof. But it is expressly agreed and stipulated that the venfor's lien is retained against the above described property premises and improvements until the above described notes and all interest thereon, are fully paid according to their face and tenor effect and reading, when this deed shall become absolute.

Witness my hand at Houston this 20th day of October 1920.

R. M. Huffington. R.M.Huffington & Company, by
R. M. Huffington.

Witnesses at request of grantor: Geo A. Hill, Jr. Florence Johnston

(Stamps can \$13.00)

The State of Texas,
County of Harris.

Before me, Florence Johnston, a Notary Public in and for Harris County Texas, on this day personally appeared R.M.Huffington individually and R.M. Huffington & Company, by R.M.Huffington known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 20th day of October 1920.

Florence Johnston, Notary Public, Harris County Texas.

(Seal)

Filed - Oct 21, 1920 at 9-45 A.M.

THE STATE OF TEXAS,
COUNTY OF HARRIS.

THIS IS TO CERTIFY: That the above and foregoing is a true and correct copy of the deed from R. M. Huffington et al to Wm. Holderreith et al dated October 20th, 1920, as the same appears of record in Vol. 464 at page 376 of the Deed Records of Harris County.

HARRIS COUNTY ABSTRACT COMPANY,

BY

Frank J. Breaker
Manager.
R

Houston, Texas, Sept. 14th, 1933.

100

100

SF 1343f

Rec'd
9/10/50
(2)

S 13434
" 13441

(13)



B. B. BAYERS, CHIEF CLERK
L. WALKER, COMMISSIONER

FORBULL, Texas
Mr. P. S. Held,

Dear Sir:

I am sending a carbon copy of a letter just written to Dr. John B. Held, Agt., of the estate of Robert Held, in regard to a file by the estate on a 2.00 acre survey in Harris county. As I have promised to take the matter up for final consideration within the next ten days, there should be no delay in the estate's response to this letter.

In compliance with your request when in the office,

Nov. 12, 1933

Yours truly

State of Texas

General Land Office

28 13624-41
Hawwood:op

Volting Commissioner

Very truly yours,

4749

1872
41

C. F. HOFFMAN

Dealer In

GENERAL MERCHANDISE

TOMBALL, TEXAS Nov. 25th, 1933.

Mr. S. S. Sayers, Acting Commissioner,
General Land Office,
Austin, Texas.

Dear Sir:- In reply to your letter of Nov. 15th with reference to SF13434 I herewith hand you Certified copy of deed of correction from Wm. Holderrieth, et. al, to C. F. Hoffman, dated July 28, 1933. also affidavit made by myself, which I hope will furnish you with the facts desired.

Also affidavit made by J. L. Winslow and J. H. Ridgeway, and if any question is not properly answered advise me and I will furnish the information.

Thanking you for the interest taken, I am.

Yours truly,

C. F. Hoffman

RECEIVED

NOV 27 1933

REFERRED TO SCHOOL

1872-41

21

SF 13434 (12)

REFERRED TO SCHOOL

NOV 27 1933

RECEIVED

Handwritten signature

WATERBURY

RECEIVED NOV 27 1933

Information

and location of the project and the names of the individuals and I will be glad

also to include the names of the individuals and I will be glad to

make of myself, which I hope will be of some use to you and I will be glad

to hold the same, etc. to C. E. Hoffman, dated July 20, 1933. Also include

the names of the individuals and you certified copy of deed of apprehension from

your office in reply to your letter of Nov. 15th with reference to

Waco, Texas

General Land Office,

TOMBALL, TEXAS NOV. 27, 1933.

GENERAL MERCHANTISE

Deputy in

C. E. HOFFMAN

Handwritten marks

(21)

3753

E. E. TOWNES,
GENERAL COUNSEL
G. P. DOUGHERTY
HINES H. BAKER
REX G. BAKER
R. E. SEAGLER
KNOX W. GILMORE
H. O. YOUNG
J. Q. WEATHERLY
GILVIE HUBBARD
JOHN R. ANTHONY
H. E. BELL
W. J. BARNES
ROBT. F. HIGGINS

HUMBLE OIL & REFINING COMPANY

LEGAL DEPARTMENT

HOUSTON, TEXAS

September 9, 1933

PLEASE ADDRESS YOUR REPLY TO
POST-OFFICE BOX 2180, HOUSTON, TEXAS

Honorable S.S. Sayers,
Acting Commissioner of the General Land Office,
Austin, Texas.

Dear Mr. Sayers:

Confirming my telephone conversation with you this morning, this is to advise that Mr. C.F. Hoffman and Mr. J.F.W. Kobs filed yesterday on their respective tracts in the alleged vacancy in the northern portion of the I. & G.N.R.R. Company Survey near Tomball in Harris County, Texas. They will file their conditional applications to purchase with the Land Office just as soon as the County Surveyor of Harris County can compile his field notes and plat. He has already surveyed the area and they should be able to file their applications with you not later than Monday or Tuesday. However, unforeseen delays may be occasioned, and I appreciate very much your promise that you will wait a few days if necessary before taking any action on the pending applications.

You realize of course that these gentlemen under the law have the preference right to purchase the areas in question in the event they should be vacant areas, the law giving them six months within which to exercise their preference.

Again thanking you, and with best wishes, I beg to remain

Yours sincerely,

Rex G. Baker
Rex G. Baker

RECEIVED

SEP 1 1933

REFERRED TO SCHOOL

RGB-H

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① SF 13434-5

Humble Oil & Refining Company

GENERAL INVESTMENT
HOUSTON, TEXAS

September 9, 1933

POST OFFICE BOX 2180, HOUSTON, TEXAS
PLEASE ADDRESS YOUR REPLY TO

ROBT. F. HIGGINS
W. L. BARNES
H. E. BELL
JOHN R. RATHBON
OLYVER HUBBARD
J. D. WEAVER
H. O. YOUNG
KNOX W. BELMONT
R. E. BRADLEY
REED BAKER
HUGH H. BAKER
G. F. DOUGHERTY
E. E. TOWNER

Honorable S. S. Sayers,
Acting Commissioner of the General Land Office,
Austin, Texas.

Dear Mr. Sayers:

Confirming my telephone conversation with you this morning, this is to advise that Mr. C. V. Hoffman and Mr. J. F. W. Kops filed yesterday on their respective tracts in the alleged vacancy in the northern portion of the I. & G. N. RR. Company Survey near Tomball in Harris County, Texas. They will file their conditional applications to purchase with the Land Office just as soon as the County Surveyor of Harris County can compile his field notes and plat. He has already surveyed the area and they should be able to file their applications with you not later than Monday or Tuesday. However, unforeseen delays may be occasioned, and I appreciate very much your promise that you will wait a few days if necessary before taking any action on the pending applications.

You realize of course that these gentlemen under the law have the preference right to purchase the areas in question in the event they should be vacant areas, the law giving them six months within which to exercise their preference.

Again thanking you, and with best wishes, I beg to remain

Yours sincerely,
Ray G. Baker
Ray G. Baker

RECEIVED

SEP 11 1933

REFERRED TO SCHOOL

ROB-H

①

C. F. Hoffmann

Jomball, Texas.

Ret Rep 35 ^{Vol 29} this contains patent fees ^{+ 3/11/14}
LCH

check 546 ²⁷ 100

RECEIVED - GENERAL LAND OFFICE			
AMT. REC'D	FIG. NO.	325
AMT. TO SUSPENSE		376
ENTERED BY		
SEP 11 1938			
FUND No.	CLASS No.	AMOUNT	ITEM No.
5	311	546 ²⁷	35
1	252	100	369

Vol 25

App for Survey
to purchase
Field Note
affidavit.

(Mail warrant ¹³⁴⁸⁴
to J.A. Rauhut)
Austin, Tex

SF 13434

100

C. F. Hoffmann

San Francisco, Calif.

Order 546 of 100
for paper
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100	100	100	100
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100	100	100	100

SEP 11 1938

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for paper
for paper
for paper

Handwritten notes at the bottom of the page, including the name "C. F. Hoffmann" and other illegible text.

Houston, Texas
June 10th, 1938

Mr. J. A. Rauhut
Attorney at Law
Littlefield Building
Austin, Texas

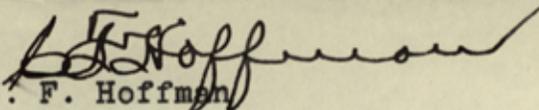
Dear Sir:

In connection with my application filed with the General Land Office on September 11, 1933, and known as S. F. 13434, I tendered to the Land Office the sum of \$547.27 in payment of the purchase price for the land which I applied to purchase, and which sum was received by it and is now held by it.

It has now been finally adjudicated that I am not entitled to exercise my preference right with reference to this tract of land, and I wish to obtain a refund of the sum so deposited by me.

I am writing you this letter for the purpose of requesting and authorizing you to collect for me such sum of money from the General Land Office at Austin, Texas, so deposited by me, and this letter shall be evidence of your authority to do so.

Very truly yours,


C. F. Hoffman

WITNESSES:

R. E. Walsh

Carl F. Hoffman

14

1-34

Houston, Texas
June 10th, 1938

Mr. J. A. Rabun
Attorney at Law
Littelfield Building
Austin, Texas

Dear Sir:

In connection with my application filed with the
General Land Office on September 11, 1935, and known as
S. F. 13434, I tendered to the Land Office the sum of
\$247.27 in payment of the purchase price for the land
which I applied to purchase, and which sum was received
by it and is now held by it.

It has now been finally adjudicated that I am not
entitled to exercise my preference right with reference
to this tract of land, and I wish to obtain a refund of
the sum so deposited by me.

I am writing you this letter for the purpose of
requesting and authorizing you to collect for me such sum
of money from the General Land Office at Austin, Texas,
so deposited by me, and this letter shall be evidence
of your authority to do so.

Very truly yours,

C. F. Hollman
C. F. Hollman

WITNESSES:

R. E. Miller
C. F. Hollman

14 SF 13434

② 484E172

Station	Bearing	Distance	LATITUDE		DEPARTURE		D. M. D.	DOUBLE AREAS		REMARKS
			North	South	East	West		North	South	
1	S88-43W.	374.		8.4		373.9	373.9		3141	
2	S1-11E.	294.05		294.0	6.1		6.1		1793	
3	N88-36W	374.	9.1		373.9		386.1	3514		
4	N1-11W.	293.29	293.2			6.1	753.9	221043		
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9/9-18-33
 Atlee.

S.F. 13434 ⁽¹⁵⁾

REMARKS	DOUBLE AREAS		D. M. D.	DEPARTURE		LATITUDE		Distance	Bearing	Station
	South	North		West	East	South	North			
	3141		373.9	373.9	8.4		274.	288-43W.	1	
	1723		6.1	6.1	294.0		294.0	21-11E.	2	
		3214	386.1	373.9	9.1		374.	487-12E.	3	
		2310.3	723.9	6.1	283.2		213.2	41-11W.	4	
	4234	2742.7		380.0	380.0	305.4	305.2		5	
		4234							6	
		2742.7							7	
		4234							8	
		2742.7							9	
		4234							10	
		2742.7							11	
		4234							12	
		2742.7							13	
		4234							14	
		2742.7							15	
		4234							16	
		2742.7							17	
		4234							18	
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		4234							20	
		2742.7							21	
		4234							22	
		2742.7							23	
		4234							24	
		2742.7							25	
		4234							26	
		2742.7							27	

18.77
2271.33 1018.11
2742.7
4234

18-33
O/C

Nov. 15, 1933

Mr. C. F. Hoffman,
Tomball, Texas

Dear Sir:

I have before me for examination, SF 13434 which contains the papers filed here by you on Sept. 11, 1933, relating to a 19.45 acre survey in Harris county. Before considering the matter further, I would like to have a certified copy from the county clerk's records of the deed of correction executed July 28, 1933 in your favor, and setting aside to you the Eastern portion of I&GN Ry Co survey, Abst #952. In addition to this, I would like to have facts to show the nature of your occupancy of the strip just recently enclosed by you and lying North of the old fence line, and South of the true South line of the Chauncey Goodrich survey. Have you been grazing or cultivating this area, or have you had it leased to anyone? Over what period of time have you occupied this area under the mistaken belief that was a part of the I&GN survey?

Under a grazing lease executed June 25, 1917 it was grazed in connection with Chauncey Goodrich survey, the I&GN survey and other surveys in that vicinity; but it appears that all rights under this lease had terminated in or around the year 1924; how has the land been used since that year, by whom and under whose authority?

I would like to know whether you and those purchasing with you in 1920 recognized the old fence line to be the dividing line between the property you were purchasing and the property owned by the Reid estate?

As I understand the situation, the affidavit and field notes submitted by you were made after the old fence line was moved up to the South line of the Chauncey Goodrich survey,

as it is found to be on the ground, and was intended to include and cover the little strip under dispute. Am I not correct in this assumption?

If you will let me have all available information on this subject, I shall give the matter my prompt attention.

Very truly yours,

Acting Commissioner

Harwood:eb
SF 13434

S E 13434 (10)

4637 (11)

E. E. TOWNES,
GENERAL COUNSEL
G. P. DOUGHERTY
HINES H. BAKER
REX G. BAKER
R. E. SEAGLER
KNOX W. GILMORE
H. O. YOUNG
J. O. WEATHERLY
GILVIE HUBBARD
JOHN R. ANTHONY
H. E. BELL
W. J. BARNES
ROBT. F. HIGGINS

HUMBLE OIL & REFINING COMPANY

LEGAL DEPARTMENT

HOUSTON, TEXAS

November 10, 1933.

PLEASE ADDRESS YOUR REPLY TO
POST-OFFICE BOX 2180, HOUSTON, TEXAS

Hon. S. S. Sayers,
Acting Commissioner,
General Land Office,
Austin, Texas.

Dear Mr. Sayers:

I acknowledge receipt of your letter of the 9th instant in which you returned to us photostatic copies of affidavits we submitted in connection with the application of C. F. Hoffman to purchase an alleged vacant area in the I&GN RR Survey near Tomball in Harris County, Texas. Complying with your request I enclose to you herewith the originals of said affidavits.

We trust that with this information you will be convinced that Mr. Hoffman has continuously claimed up to the south line of the Goodrich Survey.

With best wishes, I beg to remain

Yours very truly,

Rex G. Baker
Rex G. Baker.

See statement of one of affidavits filed in SF 13441 as to what was believed to be south line of C. Goodrich Survey. LC/H 12-8-33

RGB:W
enc.

RECEIVED

NOV 13 1933

REFERRED TO SCHOOL

PEPE, 72

(17) 4407

HUMBLE OIL & REFINING COMPANY

LEGAL DEPARTMENT

HOUSTON, TEXAS

November 10, 1933.

F. E. TOWNE
GENERAL COUNSEL
S. E. DOUGHERTY
W. H. BAKER
R. E. BAKER
R. E. BEAGLE
KNOX W. CLARK
H. G. FORD
J. C. WEAVER
C. V. HUBBARD
JOHN R. ANTHONY
H. E. BELL
W. L. BARNETT
ROBT. F. HIGGINS

POST-OFFICE BOX 5190, HOUSTON, TEXAS
PLEASE ADDRESS YOUR REPLY TO

Mr. S. S. Geyer,
Acting Commissioner,
General Land Office,
Austin, Texas.

Dear Mr. Geyer:

I acknowledge receipt of your letter of the 29th instant in which you returned to us photo-static copies of affidavits we submitted in connection with the application of C. W. Hoffman to purchase an alleged vacant area in the IS&M RR Survey near Tomball in Harris County, Texas. Complying with your request I enclose to you herewith the originals of said affidavits.

We trust that with this information you will be convinced that Mr. Hoffman has continuously claimed up to the south line of the Goodrich Survey.

With best wishes, I beg to remain

Yours very truly,

W. H. Baker
W. H. Baker

RBH:W
enc.

RECEIVED

NOV 13 1933

REFERRED TO SCHOOL

SF 13434

Handwritten notes:
This copy is for...
for...
received...