

Deed Record Four, Sheridan County

A G R E E M E N T.

W. H. Spear

and

Lulu F. Swain, Wilds

Filed at 1:30 P.M.

Feb. 19, 1915.

No. 52447

A G R E E M E N T.

WHEREAS, heretofore on December 18th 1911, Clementina A. Brown, W. J. Lowry and Daisy Lowry entered into a contract with T. H. Swain, in reference to a certain water right, which said contract was duly filed for record on December 20th 1911, and is duly recorded in book V on page 609 of the deed records of Sheridan County, Wyoming, which said contract is hereby referred to, and made a part of this contract-

And whereas W. H. Spear is the owner of one of the tracts mentioned in said contract, namely a tract of twenty acres described

as follows:-

The South west quarter of the north east quarter of Section eight (8) township fifty four (54) north of range eighty four (84) West 6th P.M. excepting from said lands three tracts, namely the tracts respectively conveyed by J. F. Brown to Erastus Cover, C. R. Wood and P. C. Hunter, which said aforesaid tract is hereafter referred to as tract "A", And whereas-

Lulu F. Swain Wilds is now the owner of the other tract referred to in the foregoing contract, which said tract is described as follows:-

"Beginning at the north west corner of the south west quarter of the north west quarter of section nine (9), township fifty four (54) north of range eighty four (84) West 6th P.M. and running thence due east to Little Goose Creek twenty rods, thence south east along the west bank of Little Goose Creek for fourteen rods, thence south along the bank of the said Little Goose Creek for seven rods and ten feet; thence west twenty eight rods and ten feet; thence north for thirteen rods and ten feet to the place of beginning-" which said last mentioned tract is hereinafter referred to as tract "B",

And whereas the said Lulu F. Swain Wilds has heretofore conveyed water through a pipe from Little Goose Creek across the said tract "A" thence across the road and onto the said tract "B", and whereas the said W. H. Spear has constructed two reservoirs on said tract "A", and the course of the said water heretofore conveyed onto the said tract "B" has been interfered with, by reason of the construction of the said reservoirs, and appurtenances,

Now Therefore it is hereby agreed by and between the said W. H. Spear, Grantor herein, and Lulu F. Swain, grantee herein, that the said grantee shall have the right to connect a three inch pipe with the reservoir nearest to her said tract "B", and perpetually keep and maintain the same, and conduct water through the same on to the said tract "B" for domestic and garden purposes.

If the said reservoir is abandoned, then the said grantee shall have the same rights as to any other reservoir constructed on said twenty acre tract, and should all reservoirs be abandoned, or no water for said tract "B" can properly be obtained from said or any of said reservoirs, then the right originally existing, to take said water and convey the same directly from said Little Goose Creek, or tributary thereof through and over said tract "A" shall be fully re-instated and exist.

All rights hereunder shall accrue to the said grantee, her heirs, executors, administrators and assigns.

In witness whereof the said parties have hereunto set their hands and seals this 29th day of January A.D. 1915.

W. H. Spear

Lulu F. Swain Wilds

Executed in Presence of:-

Fred H. Blume

Deed Record Four, Sheridan County

State of Wyoming,)
County of Sheridan.) ss.

I, Fred H. Blume a notary public within and for said county, in the state aforesaid, do hereby certify that this day personally appeared before me W. H. Spear and Lulu F. Swain Wilds, personally known to me to be the identical person whom they represent themselves to be, and the persons who signed the foregoing instrument, and they each acknowledged to me that they signed, sealed and delivered the said instrument as their voluntary act and deed for the purposes therein set forth, the said W. H. Spear also acknowledging that the said land on and over which he granted the right in said instrument mentioned was not his homestead nor the homestead of any member of his family.

My commission expires March 30th 1917.

In witness whereof I have hereunto set my hand and seal this 30th day of January A.D. 1915.

Fred H. Blume

Notary Public

(Seal)

(10¢ Revenue Stamp)
3 28 11/20/15

COURT DECREE
DISTRICT COURT
TO

Earl Bates

Filed at 2:00 P.M.

Feb. 19, 1915.

No. 52449

IN THE DISTRICT COURT OF SHERIDAN COUNTY, WYOMING.

IN THE MATTER OF THE ESTATE OF

Caleb F. Bates, deceased.

FINAL DECREE.

The above entitled matter comes on for hearing this 17 day of February 1915, in open court upon the final report filed herein by the administrator of the said estate, and upon the matter as to whether or not the whole of said estate should not be assigned to the support of the family of said estate.

The court finds that heretofore an order was duly entered herein requiring notice to be given that all persons interested in said estate should appear in this court on December 16th 1914, to show cause why all of said estate should not be assigned to the family of said deceased; that in accordance with the order made such publication was duly made in the Sheridan Post, a newspaper published and printed in Sheridan County, Wyoming, the first publication having been made the 17th day of November A.D. 1914, and the last on December 8th 1914, and the said publication having been made for four consecutive weeks; that said publication was regular and in accordance with law, and at this time the said matter comes ^{on} regularly for hearing.

The court finds that the said deceased died intestate in Sheridan County, Wyoming on December 4th 1913; that he left surviving him as all and his only heirs at law Earl Bates, a minor son; that an appraisal of the property has been duly made, notice to creditors has been duly given, the taxes have all been paid, ^{that} and the administrator has received the sum of \$410.00, with which he is chargeable, and he has properly paid out the sum of \$287.86, with which he is to be properly credited, leaving in his hand the sum of \$122.15, which should be assigned to said minor son.

The court finds that the value of said estate is less than the sum of fifteen hundred dollars; that all the expenses of administration, and the expenses of the last sickness of the deceased and his funeral expenses have all been paid, and that all bills remaining unpaid are not properly chargeable against the estate, and that all the remaining estate should be set off as the absolute property of the said Earl Bates.

The court farther finds that the deceased died seized of lot one of Block eight (8) in the