

189

NESBITT, W. H. et. ux. L. Clyde

QUITCLAIM DEED(003) ANTHONY DRAIN #11A

0023-0060-10d47-60

27-(17)

780

DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

El Paso, Texas, OCT 23 1919, 19

Project Manager to the Director and Chief Engineer ~~(Chief of Construction)~~

Subject: Forwarding ~~contracts for approval~~ **Donation deed for acceptance and filing.**

~~Agreement~~ **Deed** dated August 18, 1919 Rio Grande Project

Executed ~~on behalf of the~~ by W. H. Nesbitt, et al.,

~~with~~ **To United States.**

Estimated amount involved, \$ 0

Authority No. or clearing acct. **G-F-f.**

~~Accompanied by bond and two copies.~~  
(Strike out if no bond transmitted.)

Purpose:  
(See instructions on back.)

**Donation of right of way for Anthony drain.**

Inclosures listed on reverse. (See Par. 5.)

Advise Chief of Construction, Denver, Colo., and Project Manager  
at El Paso, Texas, and District Counsel

at El Paso, Texas, of the approval of the above

**Incls.**  
**Original deed.**  
**Certificate as to title.**  
**1 blueprint.**

**I H LAYSON**  
Project Manager.

Denver, Colo., , 19

It is recommended that the above-described contract be approved.

Inclosures:

Chief of Construction.

Washington, D. C., NOV 3 1919

Contract (and bond, if any,) was ~~approved~~ **accepted** by

on **NOV 10 1919**

OCT 28 '19 4012

INSTRUCTIONS.

1. This form is devised to render unnecessary the writing in the Washington and Denver offices and in the field of various routine letters in reference to contracts.

2. The project or other office where the contract originates will transmit **two copies** of this form in excess of the number of offices which are to be advised of approval. For example, in the usual case where the Project Manager and Chief of Construction are to be advised, four copies should be sent to the Denver Office.

3. With every contract submitted, involving an expenditure, the authority number (Form 7-681) or clearing account to which charges under the contract will be made, must be given in the space provided on this form letter. Any other special matter or information relative to the contract too long to write on this form should be set out in a statement or certificate accompanying the contract.

4. Reference should be made to previous correspondence of importance, especially if form of contract was approved in advance, *giving dates*, stating whether a telegram or letter, and from and to whom.

5. The office in which this contract originates should list all inclosures below.

6-4533

Inclosures:

----- copies of contract.

----- copies of form letters of transmittal.

THE STATE OF NEW MEXICO }  
COUNTY OF Dona Ana, }

THIS INDENTURE, made the 18th day of August, in the year of our Lord, one thousand nine hundred and nineteen between W. H. Nesbitt and L. Clyde Nesbitt, husband and wife, part 103 of the first part and The United States of America, pursuant to the Act of June 17, 1902 (32 Stat. 388) and acts amendatory thereof and supplemental thereto, part 7 of the second part.

Witnesseth: That the said part 103 of the first part, for and in consideration of the sum of ~~.....~~ One and no/100 (\$1.00) ~~.....~~ Dollars, lawful money of the United States of America, to them in hand paid by the said part 7 of the second part, the receipt whereof is hereby acknowledged, do by these premises demise, release and forever quitclaim unto the said part 7 of the second part, and to its ~~heirs and~~ assigns ~~.....~~ all the ~~at~~ certain lot, ~~piece~~, or parcel of land situated in the County of Dona Ana and State of New Mexico, and bounded and particularly described as follows, to-wit:

A tract of land in the southeast quarter of the northeast quarter (SE 1/4 NE 1/4), Section Twenty-eight (28), Township Twenty-six (26) South, Range Three (3) East, New Mexico Principal Meridian, and more particularly described as follows: Beginning at an iron pipe at the intersection of the west and north boundaries of right of way of county road, said iron pipe being the southeast corner of land of grantors herein and from which the northeast corner of said Section 28 bears North 13°04' East, two thousand four hundred twenty-nine and one tenth (2429.1) feet; thence along south property line of land of grantors herein South 75°19' West at one hundred fifty-six and four tenths (156.4) feet an iron pipe and at one hundred ninety-six and eight tenths (196.8) feet a point on said property line; thence North 12°41' East, one hundred fifty-one and seven tenths (151.7) feet; thence to the left along a five hundred three and seven tenths (503.7) feet radius curve tangent to the last course a distance of one hundred eighty-five and one tenth (185.1) feet based on 100 ft. chords lengths; thence North 8°24' West, four hundred fifty-nine and eight tenths (459.8) feet to a point on the southwest boundary of right of way of county road; thence along said boundary South 56°49' East, one hundred thirty-six and four tenths (136.4) feet to an iron pipe being the northeast corner of land of grantors herein; thence along west boundary of right of way of county road South 8°51' East, six hundred seventy and six tenths (670.6) feet to point of beginning; said tract of land containing one and ninety-seven hundredths (1.97) acres, more or less; being located within the boundaries of the Refugio Colony Grant.

together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof,

To Have and to Hold, all and singular the said premises, together with all the appurtenances, unto the said part 7 of the second part, and unto its ~~heirs and~~ assigns, forever.

In Witness Whereof, the said part 103 of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in the Presence of  
W. H. Nesbitt (L. S.)  
L. Clyde Nesbitt (L. S.)  
Margaret Cobb (L. S.)

Correct as to Engineering Data A.C.C.



Texas, }  
STATE OF NEW MEXICO, } ss.  
County of Johnson }

On this 18th day of August 1919, before me personally appeared Margaret Cobb

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL)

J A Ingle

Notary Public Johnson Co Texas

STATE OF NEW MEXICO, } ss.  
County of Dona Ana, }

On this 26th day of August 1919, before me personally appeared W. H. Nesbitt and L. Clyde Nesbitt, his wife,

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(Seal - showing authority for Dona Ana County, N. Mex.)

C A Thompson

Notary Public.

No. 28943  
Quit Claim Deed

TO

STATE OF NEW MEXICO, } ss.  
County of Dona Ana }

I hereby certify that this instrument was filed for record on the 4 day of Oct. A. D. 1919 at 1:30 P.M., and duly recorded in Book 59 Page 171 of the Records of Deeds and Mortgages of said County.  
J. F. Weaver  
County Clerk and Ex-Officio Recorder.

Deputy.

Fees \$

ELLIS BROS. PRINTING CO., EL PASO

1012 E. Washington Street,  
Dora City,  
Dora,

2/1/20.

Mr. C. F. Harvey, District Counsel,  
U. S. Reclamation Service,  
El Paso, Texas.

My dear Mr. Harvey:

Your letter of January 24 came to me  
on January 31. It contained the deposit slips from the State  
National Bank crediting my account with the \$244<sup>75</sup>  
due in payment for the right of way through the property  
against which I still hold a mortgage, - property title to  
which is vested in Mr. & Mrs. Nesbitt.

I have instructed the State National Bank to credit this  
amount on the notes given by the Nesbitts.

Thanking you for your interest in the matter, and  
for the slips, I am

Very truly yours,  
Margaret Eubank Cobb

El Paso, Texas, January 24, 1920.

Miss Margaret E. Cobb,  
Grandview, Texas.

Dear Madam:

We have secured the indorsement of Mr. and Mrs. Nesbitt to check for \$344.75 which was drawn by the Government in payment for the right of way, and have deposited this check to your credit in the State National Bank of this city. Inclosed is duplicate deposit slip from the bank showing this credit. Further arrangements in the transaction are, of course, to be directly between yourself and your mortgagors.

Kindly acknowledge receipt of the deposit slip.

Very truly yours,

C. F. HARVEY

Asst. District Counsel.

incl.

El Paso, Texas, January 5, 1920.

Mr. W. H. Nesbitt,  
Anthony, N. Mex.

Dear Sir:

We are in receipt of check in favor of yourself and Mrs. Nesbitt for \$344.75, in payment of land taken for the Anthony drain. In accordance with the arrangement made with you and Miss Cobb, we are holding the check in this office for the indorsement of you and your wife, when it is to be deposited to Miss Cobb's credit in the State National Bank of El Paso; you to be credited with the above amount by Miss Cobb on your indebtedness to her for the ranch.

Therefore if it is convenient for you to call at this office to indorse the check, also having Mrs. Nesbitt come in for the same purpose, please do so. You will understand that we are taking this course in accordance with Miss Cobb's express instructions given as the terms upon which she joined in the deed running to the Government, and we trust you can come to El Paso at an early date, in order that the transaction may be closed.

Very truly yours,

C F HARVEY

Asst. District Counsel.



CFH:MEF

El Paso, Tex.  
Dec. 11, 1919.

Miss Margaret Cobb,  
Grandview, Tex.

Dear Madam:

Your letter of the 8th came to hand this morning and at that time we had not received the voucher which it is necessary for Mr. Nesbitt to sign, although this voucher was sent up to him on Nov. 17th. Since the receipt of your letter this morning, however, Mr. Nesbitt's voucher showed up in the mail and we will at once put the matter through for payment.

Regretting that there has been any delay in the matter, we are

Very truly yours,

C. F. Harvey

Asst. District Counsel.

Grandview, Texas, 12/8/19.

Mr. O. P. Harvey,  
U. S. Reclamation Service,  
El Paso, Texas.

My dear Mr. Harvey:

On August 5, 1919, you wrote me a detailed letter relative to my signing a deed to some land for the Anthony drain, the proceeds for which were to come to me, - \$344.75 - though the property at present has its title vested in the Nesbitts of Anthony. I quote from your letter:

"When the deed is thus recorded, (in San Antonio), it is sent by our Department for filing in Washington, and they contract at that time receives approval. When thus approved, we have authority to draw the check, etc. Over four months for filing in San Antonio and recording and approving in Washington seems ample time, and I should be grateful to receive the check. Will you attend to this matter promptly? Or would it be wiser for me to write to Washington?"

I am very truly yours,  
Margaret Eulalia Cobb.

El Paso, Texas, August 28, 1919.

County Clerk for Dona Ana County,

Las Cruces, N. Mex.

Dear Sir:

Transmitted herewith for official record is quitclaim deed dated August 18, 1919, running from W. H. Nesbitt, et al., to the United States..

Very truly yours,

O F HARVEY

Asst. District Counsel.

incl.



El Paso, Texas, August 21, 1919.

Mr. W. H. Nesbitt,  
Anthony, N. Mex.

Dear Sir:

We have succeeded in having Miss Cobb execute the quit-claim deed, and same is now transmitted to you to be executed by yourself and Mrs. Nesbitt. When this is done, return the instrument to this office and we will attend to recording and further action necessary to be taken.

The contract has not been returned to this office, and we ask that you kindly return it with the deed, duly signed by yourself and wife.

In getting Miss Cobb's signature to the deed we assured her, in accordance with our understanding with you, that we would put her in possession of the check for this land purchase when it is drawn, the check to be indorsed to her order, and she to allow you proper credit therefor upon the existing indebtedness outstanding in her favor upon the transaction between you and her when you purchased the ranch.

Awaiting your further action, we remain,

Very truly yours,

C F HARVEY

Asst. District Counsel.

incl.



Grandview, Texas, 8/18/19

Mr. O. J. Harvey,  
El Paso, Texas.

Dear Mr. Harvey:

After your explanation, and in compliance with U. S. Regulations, I am sending the duct claim deed signed, and retaining your letter as a legal paper. This retention is purely business form as I have every confidence in the word in Mr. W. H. Durbill.

Thanking you for your consideration, I am

Very truly yours,

Margaret Ecklin Oth

El Paso, Texas, August 5, 1919.

Miss Margaret E. Cobb,

Grand View, Texas.

Dear Madam:

Your letter of the 2nd came to hand this morning, and we have noted what you say in regard to the point of beginning of the land description with reference to the road. In explanation of this wording of the description we are inclosing a blue-print, and also your own sketch, upon which we have taken the liberty of making some notations. We believe that the print is self-explanatory. The point of beginning of the land description is at the southeast corner of the Nesbitt property, and as the road runs around the south and east lines of this property, the point, with reference to the road, could not be other than in the angle formed by the north and west boundaries of the road.

As stated in our former letter, Mr. Nesbitt has agreed to turn over to you, for proper application upon his indebtedness, the check that will be drawn in payment for the right of way. We would find it more convenient to hold the check in this office until Mr. Nesbitt and his wife can call and indorse it, and when this is done we will remit it to your bank for credit in the manner you suggest.

The actual money payment is made upon authority of a contract signed by Mr. Nesbitt and his wife, which contract refers to this deed. It is necessary for us to have the deed signed by all three parties and duly recorded by the county clerk at Las Cruces. When the deed is thus recorded, it is sent for filing by our Department in Washington, and the contract at that time receives approval. When thus approved, we have authority to draw the check, but not before, and you will therefore appreciate that we cannot handle the matter in exactly the manner you wish. You are advised, however, that this is the usual and customary way of handling all our right of way purchases, and we trust that you will bear with us in having to follow out this routine where Government money is to be disbursed. There is no other way around it, but with this letter in your possession we believe that you should feel amply protected. We assure you that

the check will go to your credit, and in this connection we feel assured of Mr. Nesbitt's perfect good faith when he states that he will indorse the check to your order. We would have no authority to deliver him the check, in view of your part of the agreement, unless he did so, and the transaction will in fact amount to one where the check is not actually delivered to him at all, but merely written and held here for his indorsement.

The deed is again inclosed, and we hope that the above is clear as to all matters involved.

Thanking you for the attention you have given this transaction, we remain,

Very truly yours,

C F HARVEY

Assistant District Counsel.

incl.

CERTIFICATE.

THIS IS TO CERTIFY, with reference to 1.97 acres of land in SE $\frac{1}{4}$  of NE $\frac{1}{4}$  sec. 28, T. 26 S., R. 3 E., New Mexico principal meridian, more particularly described in quitclaim deed dated August 18, 1919, running from W. H. Nesbitt et al. to the United States:

That I have made personal examination of the official records of Dona Ana County, New Mexico, wherein the said land is situated, and find that the land is taxed in the name of W. H. Nesbitt, who is the reputed owner; that Margaret Cobb, one of the grantors named in said deed, holds a mortgage on the land of which the said 1.97 acres is a part, for a considerable amount, and for this reason she was joined in the said deed, but that there are no other encumbrances of record; that the taxes are paid up to date; and that the land is not occupied adversely by any person claiming against the said W. H. Nesbitt, he being in sole possession.

C. R. HARVEY

Asst. District Counsel.

El Paso, Texas,  
August 27, 1919.

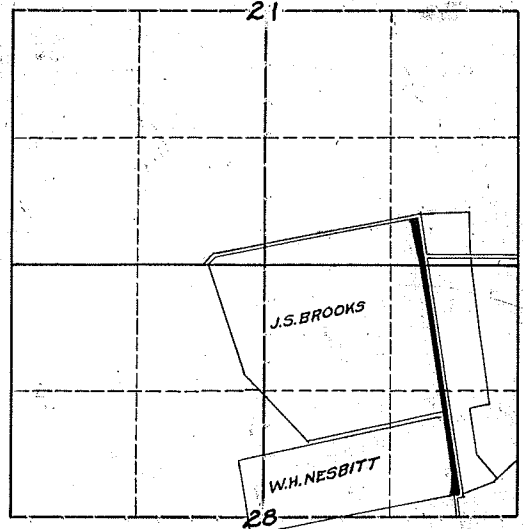


J. MARQUEZ

N 78° 08' E 141.0  
Sta. 196+50

S 63° 18' E 1103.4  
to S.E. Cor. Sec. 21.

191+57.9  
951'  
N 89° 59' W  
21 22  
28 27



LOCATION PLAT  
SEC. 21 & 28, T26S R3E, N.M.P.M.  
REFUGIO COLONY GRANT TRACT 2

P.I. 189+40.0

N 8° 24' W 1365.9

1787  
J.S. BROOKS  
501 A.  
CO. PLAT 1787

W.D. 4-9-20  
Rec'd BK 60 Pg 260



Sta. 175+84.2 S 78° 30' W 101.6  
COUNTY ROAD

S 56° 49' E 136.4  
Sta. 174+56.7

Iron Pipe  
Q.C.D. 8-18-19  
Rec'd BK 59 Pg 151  
W.H. + L.C. Nesbitt  
Margaret Cobb.

1803  
W.H. NESBITT  
197A  
CO. PLAT 1803

170+59.0  
P.I. 503.7  
168+48.2  
N 12° 41' E 151.7

S 81° 51' E 672.0  
Iron Pipe  
N 13° 04' E 2429.1  
to N.E. Cor. Sec. 28.

Sta. 167+32.7  
N 75° 19' E  
Iron Pipe

LUCILE FERLET

Scale 1" = 500'

DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE  
RIOGRANDE PROJECT N.M.-TEX.  
MESILLA VALLEY DRAINAGE  
ANTHONY DRAIN RIGHT OF WAY

DRAWN: B.A.D. FIELD WORK: \_\_\_\_\_  
CHECKED: B.D.D. APPROVED: \_\_\_\_\_  
1107-L102, ELPASO, TEX. MAR '19

Note:  
Curve lengths based  
on 100' chord lengths.

Franklin, Tex., 8/2/1919.

Mr. C. L. Harvey,

U. S. Reclamation Service, El Paso, Tex.

Dear Sir: -  
Your letter of July 31, together with one from Mr. W. H. Nesbitt of Anthony, New Mexico, and one from the State Nat'l Bank of El Paso, Tex. come, all relating either directly or indirectly to the Drainage Canal's wish to get a Quit-Claim deed to a small piece of a 3.96 acre tract sold by me to Mr. Nesbitt.

I shall sign the Quit-Claim when the description reads correctly; at present, I should be giving a Quit-Claim to Mr. Brooks' land, if I should sign. See the enclosed plat for your correction. . . . When you<sup>92</sup> return this instrument back to me, I shall attend to the matter promptly, and return it to the State Nat'l Bank. If you will be kind enough to step around there with Mr. & Mrs. Nesbitt, they will sign, and you can pay the check to them. They will then endorse the check and turn it over to the Bank to be placed to my account. At the same time, the Bank will credit the \$44<sup>50</sup> on the proper notes, and the transaction with the Reclamation Service will be closed.

You will find enclosed the Suit-Chain Band that  
you returned me in your letter of July 31.

Very truly yours,

Wm. Edward T. Sullivan C. H.

El Paso, Texas, July 31, 1919.

Miss Margaret Cobb,

Grand View, Texas.

Dear Madam:

Mr. Nesbitt was in our office this morning and discussed with us the matter of a release from you of the lien which you retain upon the land in which is included the right of way which the Reclamation Service wishes to acquire for the Anthony drain. We stated to him that we would take the matter up with you direct and endeavor to explain fully what your position would be in granting the necessary release.

In the first place, the release, which is embodied in a form of quitclaim deed which we wished you to sign with Mr. and Mrs. Nesbitt, goes only to 1.97 acres actually taken by the drain, and in no sense could this release be construed to run to the entire tract of land, some forty acres, which is the security for your lien amounting to \$7,000. It is a very common transaction for this office to ask lien holders to join in similar conveyances, and we are rarely refused.

Further, Mr. Nesbitt states that he has paid one installment of his debt amounting to \$700. Especially in such instances do we regard a release running only to relatively small right of tracts in order, as the lien has been paid off as to some portion of the land, and such portion may well be regarded as that for which release is asked.

Mr. Nesbitt stated that he was willing to turn over to you the proceeds of his agreement to you, amounting to \$344.75. It is, however, impossible for a check to be drawn to anyone but Mr. Nesbitt and his wife, under the Government regulations. We could have these parties come into our office and indorse such check and remit it to you, and if this course is satisfactory to you we will be pleased to carry it out.

In view of the above explanation, we are again sending you the deed, asking that you sign and acknowledge it



at your convenience, and return it to this office. We trust you will be able to comply, and again assure you that this instrument will not operate as a release of any rights you hold as to the remainder of the land, and that the release is absolutely necessary before we can settle with anyone for the right of way.

Very truly yours,

C F HARVEY

Assistant District Counsel.

incl.

El Paso, Texas,  
July 28, 1919.

Mr. W. H. Nesbitt,  
Anthony, N.M.

Dear Sir:-

By reference to our files we find that the contract and deed sent you with letter of July 8th has not yet been returned. We appreciate that it might take sometime for you to correspond with Miss Cobb, but we trust that you have not delayed the matter of securing execution of the papers and that we will soon be in receipt of them.

Very truly yours,

C. F. Harvey,

Asst. District Counsel.



CFH:T

El Paso, Texas,

July 8, 1919.

Mr. W. H. Nesbitt,

Anthony, N. M.

Dear Sir:

In accordance with recent conversation had with you, we are sending herewith a quitclaim deed and a contract carrying a payment of \$344.75, these papers to evidence a transaction which is to take the place of the one formerly made with you under an agreement to sell.

The contract is to be signed at the place indicated by pencil mark, by yourself and your wife, and will not have to be acknowledged.

The deed is to be signed by yourself and your wife, and also by Miss Margaret Cobb, who holds a mortgage upon the property. We understand that you can secure Miss Cobb's signature to this deed and, in accordance with our understanding, we are leaving it to you to take the matter up with her direct. We suggest that it would be well to explain the circumstances of the case in some detail in order that the mortgagee may not feel obliged to correspond at length about the matter. The deed will, of course, have to be acknowledged before a notary public by each of the signers.

Upon return of all papers we will have the deed recorded and when it is recorded the deed and contract will be sent in for approval of our Department and payment can be made to you of the amount above named.

Yours very truly,

CFHarvey

Asst. District Counsel.

Enc 2.

CFH:T

El Paso, Texas,  
June 25, 1919.

Mr. W. H. Nesbitt,

Anthony, N. M.

Dear Sir:

We have received approval of your agreement to sell land for the Anthony Drain. Before going further with this transaction we desire to examine your abstract of title. This is only requested as a loan of the abstract, which will be returned to you promptly. It may be that upon this formal examination of the title we can arrange this transaction in a somewhat different manner and facilitate payment to you.

We understand that Mrs. Cobb holds a mortgage. Whether the transaction is put thru as now started, or whether we change the method of completing it, it will be necessary for Mrs. Cobb to release her mortgage interest. Looking to this end we ask that you kindly supply us with Mrs. Cobb's initials and her mailing address. I understand this is care of the School of Mines, Columbia University, New York, but you may be able to give us her address with more particularity. Her release will run only to the 1.97 acres of land that the United States is to acquire for the Drain.

Kindly do not delay your answer to these requests.

Yours very truly,

CFHarvey

Asst. Dist. Counsel.

D. C.

FOR VOUCHER

Contract with W. H. Nesbitt & Wife  
Address Care C. T. Hawley, M.P. El Paso, Texas  
Canal Anthony Drain

Land in \_\_\_\_\_ \$ \_\_\_\_\_  
Improvements on land in \_\_\_\_\_ \$ 344.95

Deductions:

Abstract \$ \_\_\_\_\_  
Taxes \$ \_\_\_\_\_  
Title Guar. \$ \_\_\_\_\_  
Recording of \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_  
Total deductions \$ 0

Amount due \$ 344.95

Check to be sent to me, in order that  
interest of Margaret Cobb, mortgages, may  
be properly handled in accordance with  
existing understanding. Hawley.

DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

~~47000~~

El Paso, Texas, OCT 23 1918, 19

Project Manager to the Director and Chief Engineer (through Chief of Construction).

Subject: Forwarding contract for approval.

Agreement dated August 18, 1918 Rio Grande Project

Executed on behalf of U. S. by L M Lawson Project Manager

With W. H. DeBitt et al.

Estimated amount involved, \$ 244.75 Authority No. 6-P-1  
or clearing acct.

~~Accompanied by bond and two copies~~  
(Strike out if no bond transmitted.)

Purpose:  
(See instructions on back.)

Settlement for improvements on 1.07 acres of land donated for Anthony drain right of way.

Inclosures listed on reverse. (See Par. 5.)

Advise Chief of Construction, Denver, Colo., and Project Manager at El Paso, Texas, and District Counsel

at El Paso, Texas, of the approval of the above

inclos. Orig. & 3 copies contract.  
Certificate of recommendation.  
& blueprints.

L. M. LAWSON

Project Manager.

Denver, Colo., Oct. 29, 19 18

It is recommended that the above-described contract be approved.

Inclosures:  
Orig. & 3 copies of form letter.  
Orig. & 3 copies of contract.  
Orig. certificate of necessity.  
One blue print.

E. F. WALTER  
Acting Chief of Construction.

(SEE STATEMENT ON REVERSE)

Washington, D. C., 1918

Contract (and bond, if any,) was approved by

on

NOV 3 '19 4174

INSTRUCTIONS.

1. This form is devised to render unnecessary the writing in the Washington and Denver offices and in the field of various routine letters in reference to contracts.

2. The project or other office where the contract originates will transmit **two copies** of this form in excess of the number of offices which are to be advised of approval. For example, in the usual case where the Project Manager and Chief of Construction are to be advised, four copies should be sent to the Denver Office.

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4. Reference should be made to previous correspondence of importance, especially if form of contract was approved in advance, *giving dates*, stating whether a telegram or letter, and from and to whom.

5. The office in which this contract originates should list all inclosures below.

6-4533

**(INSERTED IN DENVER OFFICE)**

**As this contract is dated August 18, 1919, it is assumed that the quitclaim deed referred to in the first whereas clause is included in those referred to in paragraph 4 of letter dated September 6, 1919, from District Counsel to Director, copy to this office, in which case the procedure in connection with the deed is covered by the instructions contained in letter dated September 18, 1919, from Assistant to the Director to District Counsel, copy to this office. The usual procedure of transmitting contracts of this kind to Washington where no copy of the deed is filed in this office, seems proper in this case.**

Inclosures:

----- copies of contract.

----- copies of form letters of transmittal.

~~1000~~

Certificate.

I HEREBY CERTIFY That the rights and property described in the agreement dated August 18, 1919, with W. H. Nesbitt et al are required for purposes authorized by the Act of June 17, 1902 (32 Stat. 388), namely, as right of way for the Anthony drain, a part of the Rio Grande project; that the consideration to be paid thereunder, \$344.75 (being at the rate of \$175 per acre for 1.97 acres, partly in garden truck, and otherwise intensely cultivated), is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

L M LAYSON

Project Manager.

El Paso, Texas, August 25, 1919.



Project Manager

FIELD CONTRACT.

FORM 7-523A  
Form approved by the Secretary of the Interior  
Printed Jan. 1918

DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

Rio Grande PROJECT New Mexico-Texas  
the 18th day of August,

THIS AGREEMENT, Made

nineteen hundred and nineteen, in pursuance of the act of June 17,  
1902 (32 Stat., 388), between THE UNITED STATES OF AMERICA, by

L. M. Lawson Project Manager,

United States Reclamation Service, thereunto duly authorized and subject to the approval of the  
proper supervisory officer, and W. H. Nesbitt and L. Clyde Nesbitt, husband  
and wife,

hereinafter styled Contractor, their heirs, executors, administrators, successors, and  
assigns,

WITNESSETH, The parties covenant and agree that:

~~Article 1 - The Contractor will~~

WHEREAS, Under even date herewith a quitclaim deed was  
executed by the Contractors herein, releasing and quitclaiming  
to the United States of America for canal right of way for the  
Rio Grande project, a certain tract of land in the Southeast  
quarter of the Northeast quarter (SE 1/4), Section Twenty-eight  
(28), Township Twenty-six (26) South, Range Three (3) East,  
E.M.P.M., containing one and ninety-seven hundredths (1.97) acres,  
more or less, Dona Ana County, State of New Mexico; and,

WHEREAS, the United States desires immediate possession  
of the land herein described for use in the construction of the  
Anthony Drain; and,

WHEREAS, the Contractors are the owners of the improve-  
ments on said described land:

NOW, THEREFORE, in consideration of the sum of Three  
hundred forty-four and 75/100 (\$344.75) Dollars, the value of  
said improvements, to the contractors in hand paid by the United  
States, the receipt whereof is hereby acknowledged, the contractors  
hereby waive, and release the United States from any and all claims  
of whatever nature by reason of the damage that the contractors  
have suffered or may hereafter suffer as a result of the operations  
of the United States Reclamation Service on said tract of land as  
described in the quitclaim deed herein referred to.

Article 1. It is understood and agreed that the United States, its agents, officers and employees shall at all times have the right to go upon said described land for the purpose of surveying, constructing, repairing, operating, and maintaining said Anthony Drain and other operations of the Reclamation Service incident thereto, and any damage to crops or other improvements thereon belonging to the contractors that may result in consequence of such entry is hereby waived by the contractors as hereinabove provided.

Article 2. The contractors expressly warrant that they have employed no third person to solicit or obtain this contract in their behalf, or to cause or to procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that they have not paid, or promised or agreed to pay, to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission, or percentage upon the amount receivable by them hereunder; and that they have not, in estimating the contract price demanded by them, included any sum by reason of any such brokerage, commission, or percentage; and that all moneys payable to them hereunder are free from obligation to any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. They further agree that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the United States, and that the United States may retain to its own use from any sums due or to become due thereunder an amount equal to any brokerage, commission, or percentage so paid or agreed to be paid. Provided, however, it is understood that this covenant does not apply to the selling of goods thru a bona fide commercial representative employed by the contractors in the regular course of their business in dealing with customers other than the Government and whose compensation is paid, in whole or in part, by commissions on sales made, nor to the selling of goods thru established commercial or selling agents or agencies regularly engaged in selling such goods.

~~ARTICLE~~ Where the operations of this contract extend beyond the current fiscal year it is understood that the contract is made contingent upon Congress making the necessary appropriation for expenditures thereunder after such current year has expired. In case such appropriation as may be necessary to carry out this contract is not made, the contractor hereby releases the United States from all liability due to the failure of Congress to make such appropriation.

ARTICLE ..... For and in consideration of the faithful performance of this contract, the contractor shall be paid

ARTICLE ..... No interest in this agreement shall be transferred by the contractor to any other party, and any such transfer shall cause annulment of the contract so far as the United States is concerned; all rights of action, however, for breach of this contract are reserved to the United States, as provided by section 3737, Revised Statutes of the United States.

ARTICLE 3. No Member of or Delegate to Congress, or Resident Commissioner, after his election or appointment, or either before or after he has qualified and during his continuance in office, and no officer, agent, or employee of the Government shall be admitted to any share or part of this contract or agreement, or to any benefit to arise thereupon. Nothing, however, herein contained shall be construed to extend to any incorporated company, where such contract or agreement is made for the general benefit of such incorporation or company, as provided in section 116 of the act of Congress approved March 4, 1909 (35 Stat. L., 1109).

ARTICLE 4. It is further stipulated and agreed that in the performance of this contract, no persons shall be employed who are undergoing sentences of imprisonment at hard labor, which have been imposed by courts of the several States or Territories or municipalities having criminal jurisdiction.

IN WITNESS WHEREOF, The parties have hereto signed their names the day and year first above written.

THE UNITED STATES OF AMERICA,

By L. M. Lawson  
L. CLYDE HERBERT *Printer, U. S. R. S.*

W. H. HEBBETT

Anthony, H. Kent *Contractor.*  
..... *P. O. address*

Approved:

.....  
*Chief of Construction.\**

(Date) ....., 191.....

\*The approval of the Chief of Construction is not required if he executes the contract in person.

**AFFIDAVIT OF DISINTERESTEDNESS.**

STATE OF .....  
COUNTY OF ..... } ss:

I do solemnly swear (or affirm) that the copy of contract hereto annexed is an exact copy of contract made by me personally, with .....; that I made the same fairly without any benefit or advantage to myself, or allowing any such benefit or advantage corruptly to the said ..... or any other person; and that the papers accompanying include all those relating to the said contract, as required by the statute in such case made and provided.

....., U. S. R. S.  
Subscribed and sworn to before me at .....

[OFFICIAL SEAL.] this ..... day of ....., A. D. 191..... My commission expires .....

NOTE.—Execute this affidavit only on the copy for the Returns Office; not on original.

## INSTRUCTIONS.

1. Every contract for construction or repair of a public work is required by law to be supported by bond.
2. The post-office address of the Contractor must appear in the contract, all dates plainly given and blanks carefully filled, and all particulars and conditions stated as fully and as clearly as practicable.
3. Erasures, interlineations, or other irregularities must be explained over the signature of the parties to this agreement.
4. Only one copy of a contract should be executed, unless the Contractor desires an executed copy for his files, in which case the contract may be executed in duplicate.
5. A contract with a firm should describe the Contractor in the preamble as: "....." and ....., partners, doing business under the firm name and style of ....." the names of all members of the firm being inserted. The signature of the firm name at the end will be sufficient.
6. A contract with a corporation should describe the Contractor in the preamble as: "....." a corporation duly organized under the laws of the State (or Territory) of ..... The signature should be in the following form: "....." (giving official designation) and the corporate seal should be affixed.
7. A certificate under seal of the company that the officer signing the contract is authorized to do so should accompany the contract. If the corporation has no seal the certificate should state that fact. Such certificate of authority once filed will not be required in a subsequent contract if it bears a reference to the case in which it was furnished.\*
8. In the execution of this contract the names of the parties should be signed in the usual manner and as written in the body of the instrument.

\*The engineer may, in his discretion, waive this requirement, and in that event he will file with the contract his certificate to the effect that the officer signing for and on behalf of the corporation is known to him to be the officer who acts in that capacity for the corporation.

El Paso, Texas, June 30, 1919.

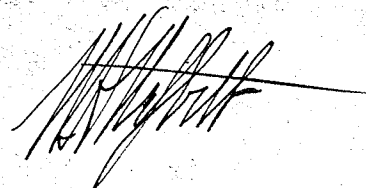
Received from W. H. Nesbitt Abstract of Title Nos. 172 (including Supplemental Abstract No. 2154, under one cover), Warranty deed dated July 19, 1918, running from Margaret E. Cobb to William H. Nesbitt, and warranty deed of same date and same parties - two different tracts of land.

O F HARVEY

Assistant District Counsel.

11/14-19

Recd. above - on return.

A handwritten signature, possibly "W. H. Nesbitt", written in ink over a horizontal line.

AUG 28 1919

Assistant to the Director

Project Manager, El Paso.

Cancellation of contract of May 21, 1919, W. H. Nesbitt et ux -  
Land Purchase - Rio Grande Project.

1. Letter of August 21, 1919, from the District Counsel,  
on the above subject, explains the impracticability of the  
United States' getting title under the contract of May 21, 1919,  
and suggests cancellation thereof, with substitution of quit  
claim deed from mortgagor and mortgagee for the right of way  
and contract for payment for improvements.

2. In accordance with the foregoing suggestion you are  
herewith authorized to cancel the contract of May 21, 1919,  
which was approved by this office on June 14, 1919, and re-  
turned to you on June 16, 1919, for recording.

Copy to C. of C.  
B.C., El Paso.

El Paso, Texas, August 21, 1919.

From District Counsel

To Director and Chief Engineer, Washington.

Subject: Contract with W. H. Nesbitt and wife, land purchase, dated May 21, 1919 - Rio Grande project.

1. Upon investigating the title to land involved in above described contract, which was approved by your office under date of June 14, 1919, we find good title in the contractor, but subject to a heavy mortgage held by one Margaret Cobb. Miss Cobb will not make a partial release of her mortgage interest, for only land taken for the drain right of way, considering that in some manner this may affect her remaining interest in the rest of the land covered by the mortgage. She has, however, signed a quitclaim deed for the right of way, conditioned upon the agreement that Mr. Nesbitt and his wife shall join in the identical deed and not make other conveyance of the land, as by warranty deed. It is the intention to draw check to Nesbitt and wife, upon execution and due approval of a contract for payment of improvements, and these parties have entered into an agreement between themselves that the check shall be indorsed to Miss Cobb as a credit upon the debt evidenced by her mortgage. While we are not able to agree with the parties that their interests are substantially different than they would be if the transaction were put through upon the land-purchase contract of May 21, 1919, with release of mortgage, we believe it best under the circumstances to recommend that the contract be cancelled and that the settlement be made upon the quitclaim deed and payment for improvements.

P W DENT CFH

Copy to C.C. Denver.  
P.M. El Paso.

DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

El Paso, Texas, MAY 27 1919, 19

Project Manager to the Director and Chief Engineer (through Chief of Construction).

Subject: Forwarding contract for approval.

Agreement dated May 21, 1919. Rio Grande Project

Executed on behalf of U. S. by L.M. Lawson, Project Manager

With W.H. Nesbitt and L. Clyde Nesbitt

Estimated amount involved, \$ 344.75

Authority No. \_\_\_\_\_  
or clearing acct. 6-2-1

~~Accompanied by bond and two copies.~~  
(Strike out if no bond transmitted.)

Purpose:  
(See instructions on back.)

**Purchase of right of way for Anthony Drain**

Inclosures listed on reverse. (See Par. 5.)

Advise Chief of Construction, Denver, Colo., and Project Manager

at El Paso, Texas and District Counsel ✓  
at El Paso, Texas, of the approval of the above

Encls: Orig. & 3 copies contract,  
orig. & 1 copy cert. of recommendation  
Orig. & 1 copy report on land agreement  
Two blueprints

L.M. Lawson  
Project Manager.

Denver, Colo., June 3, 1919.

It is recommended that the above-described contract be approved.

Inclosures:

**F. WALTER**

Acting Chief of Construction.

Orig. & 3 copies of form letter,  
contract,  
" certificate of necessity,  
report on land agreement,  
1 blueprint.

6-4533

Washington, D. C., JUN 16 1919

Contract (and bond, if any,) was approved by  
MORRIS BIEN,  
Assistant to the Director.  
on JUN 14 1919

JUN 6 '19 96533

Original enclosed to **PH** for record,  
AND FURTHER APPROPRIATE ACTION



Original

Approved May 27, 1910 by the  
Secretary of the Interior.

Form 7-276  
12-11

THIS AGREEMENT, made May 21st.

nineteen hundred and nineteen, between W.H.Nesbitt

and L.Clyde Nesbitt, his wife, of Dona Ana

County, New Mexico, for them selves, their heirs, legal represen-  
tatives, and assigns, hereinafter styled the vendor, and The United States of America and its assigns by

- - - L.M.LAWSON, Project Manager - - - United States Reclamation Service,  
thereunto duly authorized by the Secretary of the Interior, pursuant to the act of June 17, 1902  
(32 Stat., 388),

WITNESSETH:

1. The vendor in consideration of the benefits to be hereafter derived from the construction of  
irrigation works through, upon, or in the vicinity of the lands hereinafter described, of the promises  
and covenants of the United States herein contained, and of the payment to the vendor by the United  
States of the sum of one (\$1.00) dollar, the receipt whereof is hereby acknowledged, does hereby  
agree, upon the terms and conditions hereinafter stipulated, to sell and by good and sufficient deed to  
convey to the United States of America the following-described real estate and property situated in

the county of Dona Ana State of New Mexico, to wit:

A tract of land in the southeast quarter of the northeast quarter  
(SE $\frac{1}{4}$ NE $\frac{1}{4}$ ) Section Twenty-eight (28), Township Twenty-six (26) South,  
Range Three (3) East, New Mexico Principal Meridian, and more parti-  
cularly described as follows: Beginning at an iron pipe at the  
intersection of the west and north boundaries of right of way of  
county road, said iron pipe being the southeast corner of land of  
Vendor herein and from which the northeast corner of said Section  
28 bears North 13°04' East, two thousand four hundred twenty-nine &  
one tenth (2429.1) feet; thence along south property line of land of  
Vendor herein South 75°19' West at one hundred fifty-six & four  
tenths (156.4) feet an iron pipe and at one hundred ninety-six &  
eight tenths (196.8) feet a point on said property line; thence  
North 12°41' East, one hundred fifty-one & seven tenths (151.7) feet;  
thence to the left along a five hundred three & seven tenths (503.7)  
radius curve tangent to the last course a distance of one hundred  
eighty-five & one tenth (185.1) feet based on 100 ft. chord lengths;  
thence North 8°24' West, four hundred fifty-nine & eight tenths (459.8)  
feet to a point on the southwest boundary of right of way of county  
road; thence along said boundary ~~South~~ South 56°49' East, one hundred  
thirty-six & four tenths (136.4) feet to an iron pipe being the  
northeast corner of land of Vendor herein; thence along west boundary  
of right of way of county road South 8°51' East, six hundred seventy  
& six tenths (670.6) feet to point of beginning; said tract of land  
containing one and ninety-seven hundredths (1.97) acres, more or less.

2. ~~In consideration of the premises the vendor further agrees upon receipt of notice that this agreement has been approved by the Comptroller or Director of the Reclamation Service to furnish promptly, at his own expense, an abstract of title which shall later be extended to include any instruments subsequently recorded in connection herewith and also the record of the conveyance made pursuant to this agreement: Provided, That if the vendor fails or refuses to furnish proper abstract of title within sixty days after notice that this agreement has been approved, or if within such period written request be made by the vendor, such abstract may be procured by the United States at the expense of the vendor and the cost thereof deducted from the purchase price.~~

3. The vendor further agrees to procure and have recorded at his own cost all assurances of title and affidavits which he may be advised by the proper Government officials are necessary and proper to show complete title in fee simple unincumbered, and the time spent in procuring, recording and transmitting the same to the officer acting on behalf of the United States (and in furnishing or securing abstract of title) shall be added to the time limit of this agreement.

4. And for the same consideration the vendor agrees to execute and deliver, upon demand of the proper officer of the United States at any time within the continuance of this agreement, a good and sufficient deed of warranty conveying to the United States good title to said premises free of lien or incumbrance.

5. In consideration whereof, the United States agrees that it will purchase said property on the terms herein expressed, and upon execution and delivery of such deed and the signing of the usual Government vouchers therefor, and their further approval by the proper Government officials, it will cause to be paid to the vendor as full purchase price and full payment for all damages for entry upon the above-described land and the construction, operation and maintenance of reclamation works under said act, the sum of

-----  
----- Three hundred forty four 75/100 (\$ 344.75/100) -----  
-----

-----dollars, by U. S. Treasury warrant or disbursing officer's check.

6. Liens or incumbrances existing against said premises may, at the option of the United States, be removed at the time of conveyance by reserving the amount necessary from the purchase price and discharging the same with the money so reserved, but this provision shall not be construed to authorize the incurrence of any lien or incumbrance as against this agreement, nor as an assumption of the same by the United States.

7. It is agreed that the vendor may retain possession of said premises until  
May 21, 1919

.....notwithstanding earlier delivery of the deed as herein provided, and may harvest and retain the crops thereon until May 21, 1919; except that the proper officers and agents of the United States may at all times have unrestricted access to survey for and construct reclamation works, telephone and electrical transmission lines, and other structures and appliances incident to said reclamation works, pursuant to said act of Congress, free of any claim for damage or compensation on the part of the vendor.

8. This agreement shall become effective to bind the United States to purchase said premises immediately upon its approval as above specified, and shall terminate by limitation at the expiration of twenty-four months from its date, unless extended as above provided, and shall inure to the benefit of and be binding upon the heirs and assigns of the vendor, and also the assigns of the United States.

9. No Member of or Delegate to Congress, or Resident Commissioner, after his election or appointment or either before or after he has qualified and during his continuance in office, and no officer, agent or employee of the Government, shall be admitted to any share or part of this contract or agreement, or to any benefit to arise thereupon. Nothing, however, herein contained shall be construed to extend to any incorporated company, where such contract or agreement is made for the general benefit of such incorporation or company, as provided in Section 116 of the Act of Congress approved March 4, 1909 (35 Stat., 1109).

The vendor expressly warrant that they have employed no third person to solicit or obtain this contract in their behalf, or to cause or to procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that they have not paid, or promised or agreed to pay, to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission, or percentage upon the amount receivable by them hereunder; and that they have not, in estimating the contract price demanded by them, included any sum by reason of any such brokerage, commission, or percentage; and that all moneys payable to them hereunder are free from obligation to any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. They further agree that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the United States, and that the United States may retain to its own use from any sums due or to become due thereunder an amount equal to any brokerage, commission, or percentage so paid or agreed to be paid. Provided, however, it is understood that this covenant does not apply to the selling of goods thru a bona fide commercial representative employed by the vendors in the regular course of their business in dealing with customers other than the Government and whose compensation is paid, in whole or in part, by commissions on sales made, nor to the selling of goods thru established commercial or selling agents or agencies regularly engaged in selling such goods.

7-276

# AGREEMENT TO SELL

TO

UNITED STATES.

COUNTY OF

ss:

I hereby certify that this instrument was filed for record at my office at ..... o'clock ..... M.,

191....., and is duly

recorded in Book ..... Page No. ....

By.....

Fees, \$.....

## AFFIDAVIT OF DISINTERESTEDNESS.

STATE OF ..... }  
COUNTY OF ..... } ss:

I do solemnly swear (or affirm) that the copy of contract hereto annexed is an exact copy of a contract executed by me, personally, with ..... that I made the same fairly without any benefit or advantage to myself, or allowing any such benefit or advantage corruptly to the said ..... or any other person or persons; and that the papers accompanying include all those relating to the said contract; as required by the statute in such case made and provided.

.....  
Engineer, U. S. R. S.

Subscribed and sworn to before me at .....

[OFFICIAL SEAL.] this ..... day of ..... A. D. 191..... My commission expires .....

NOTE.—Execute this affidavit only on the copy for the Returns Office, not on original.

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands the day and year first above written.

Witnesses :

.....  
of.....  
.....  
of.....  
.....  
of.....  
.....  
of.....

*[Signature]*  
.....

*L. Clyde Nesbitt*  
Vendor.

*L.M. Rauson*  
For and on behalf of the United States.

STATE OF New Mexico  
COUNTY OF Dona Ana } ss :

I, C.A. Thompson, a Notary Public

in and for said county, in the State aforesaid, do hereby certify that W.H. Nesbitt and L. Clyde Nesbitt, his wife who are personally known to me to be the person s whose name s are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that

They executed the above for the considerations therein contained,

signed, sealed, and delivered said instrument of writing as their free and voluntary act, for the uses and purposes therein set forth.

I further certify that I did examine the said L. Clyde Nesbitt separate and apart from her husband, and explained to her the contents of the foregoing instrument, and upon that examination she declared that she did voluntarily sign, seal, and acknowledge the same without any coercion or compulsion, and do es not wish to retract the same.

Given under my hand and official seal, this 21st. day of May, 1919.

[SEAL.]

*[Signature]*  
Notary Public.

My commission expires May 10, 1921

Approved JUN 14 1919, 1919

*Morris Deen*  
Assistant to the Director *HS 6/14*  
*MBM*



Project Manager

Approved May 27, 1910, by the Secretary of the Interior.

Form 7-276 12-11

THIS AGREEMENT, made May 21st

nineteen hundred and nineteen, between W. H. Nesbitt

and L. Clyde Nesbitt, his wife, of Dona Ana

County, New Mexico, for themselves, their heirs, legal representatives, and assigns, hereinafter styled the vendor, and The United States of America and its assigns by

L.M. LAWSON, Project Manager - - - United States Reclamation Service, thereunto duly authorized by the Secretary of the Interior, pursuant to the act of June 17, 1902 (32 Stat., 388),

WITNESSETH:

1. The vendor in consideration of the benefits to be hereafter derived from the construction of irrigation works through, upon, or in the vicinity of the lands hereinafter described, of the promises and covenants of the United States herein contained, and of the payment to the vendor by the United States of the sum of one (\$1.00) dollar, the receipt whereof is hereby acknowledged, does hereby agree, upon the terms and conditions hereinafter stipulated, to sell and by good and sufficient deed to convey to the United States of America the following-described real estate and property situated in

the county of Dona Ana State of New Mexico, to wit:

A tract of land in the southeast quarter of the northeast quarter (SE 1/4) Section Twenty-eight (28), Township Twenty-six (26) South, Range Three (3) East, New Mexico Principal Meridian, and more particularly described as follows: Beginning at an iron pipe at the intersection of the west and north boundaries of right of way of county road, said iron pipe being the southeast corner of land of Vendor herein and from which the northeast corner of said Section 28 bears North 13°04' East, two thousand four hundred twenty-nine & one tenth (2429.1) feet; thence along south property line of land of Vendor herein South 75°19' West at one hundred fifty-six & four tenths (156.4) feet an iron pipe and at one hundred ninety-six & eight tenths (196.8) feet a point on said property line; thence North 12°41' East, one hundred fifty-one & seven tenths (151.7) feet; thence to the left along a five hundred three & seven tenths (503.7) radius curve tangent to the last course a distance of one hundred eighty-five & one tenth (185.1) feet based on 100 ft. chord lengths; thence North 8°24' West, four hundred fifty-nine & eight tenths (459.8) feet to a point on the southwest boundary of right of way of county road; thence along said boundary South South 56°49' East, one hundred thirty-six & four tenths (136.4) feet to an iron pipe being the northeast corner of land of Vendor herein; thence along west boundary of right of way of county road South 8°51' East, six hundred seventy & six tenths (670.6) feet to point of beginning; said tract of land containing one and ninety-seven hundredths (1.97) acres, more or less.

Corrected as to Engineering Data E.M.C.

~~2. In consideration of the premises the vendor further agrees upon receipt of notice that this agreement has been approved by the Comptroller or Director of the Reclamation Service to furnish promptly, at his own expense, an abstract of title which shall later be extended to include any instruments subsequently recorded in connection herewith and also the record of the conveyance made pursuant to this agreement: *Provided*, That if the vendor fails or refuses to furnish proper abstract of title within sixty days after notice that this agreement has been approved, or if within such period written request be made by the vendor, such abstract may be procured by the United States at the expense of the vendor and the cost thereof deducted from the purchase price.~~

3. The vendor further agrees to procure and have recorded at his own cost all assurances of title and affidavits which he may be advised by the proper Government officials are necessary and proper to show complete title in fee simple unincumbered, and the time spent in procuring, recording and transmitting the same to the officer acting on behalf of the United States (and in furnishing or securing abstract of title) shall be added to the time limit of this agreement.

4. And for the same consideration the vendor agrees to execute and deliver, upon demand of the proper officer of the United States at any time within the continuance of this agreement, a good and sufficient deed of warranty conveying to the United States good title to said premises free of lien or incumbrance.

5. In consideration whereof, the United States agrees that it will purchase said property on the terms herein expressed, and upon execution and delivery of such deed and the signing of the usual Government vouchers therefor, and their further approval by the proper Government officials, it will cause to be paid to the vendor as full purchase price and full payment for all damages for entry upon the above-described land and the construction, operation and maintenance of reclamation works under

said act, the sum of - - - - -  
- - - - - **Three hundred forty-four 75/100 (\$344.75)** - - - - -

- - - - - dollars, by U. S. Treasury warrant or disbursing officer's check.

6. Liens or incumbrances existing against said psemises may, at the option of the United States, be removed at the time of conveyance by reserving the amount necessary from the purchase price and discharging the same with the money so reserved, but this provision shall not be construed to authorize the incurrence of any lien or incumbrance as against this agreement, nor as an assumption of the same by the United States.

7. It is agreed that the vendor may retain possession of said premises until.....

**May 21, 1919**

.....notwithstanding earlier delivery of the deed as

herein provided, and may harvest and retain the crops thereon until..... **May 21, 1919**.....; except that the proper officers and agents of the United States may at all times have unrestricted access to survey for and construct reclamation works, telephone and electrical transmission lines, and other structures and appliances incident to said reclamation works, pursuant to said act of Congress, free of any claim for damage or compensation on the part of the vendor.

8. This agreement shall become effective to bind the United States to purchase said premises immediately upon its approval as above specified, and shall terminate by limitation at the expiration

of **twenty-four**

.....months from its date, unless extended as above provided, and shall inure to the benefit of and be binding upon the heirs and assigns of the vendor, and also the assigns of the United States.

9. No Member of or Delegate to Congress, or Resident Commissioner, after his election or appointment or either before or after he has qualified and during his continuance in office, and no officer, agent or employee of the Government, shall be admitted to any share or part of this contract or agreement, or to any benefit to arise thereupon. Nothing, however, herein contained shall be construed to extend to any incorporated company, where such contract or agreement is made for the general benefit of such incorporation or company, as provided in Section 116 of the Act of Congress approved March 4, 1909 (35 Stat., 1109).

The vendor<sup>s</sup> expressly warrant that they have employed no third person to solicit or obtain this contract in their behalf, or to cause or to procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that they have not paid, or promised or agreed to pay, to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission, or percentage upon the amount receivable by them hereunder; and that they have not, in estimating the contract price demanded by them, included any sum by reason of any such brokerage, commission, or percentage; and that all moneys payable to them hereunder are free from obligation to any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. They further agree that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the United States, and that the United States may retain to its own use from any sums due or to become due thereunder an amount equal to any brokerage, commission, or percentage so paid or agreed to be paid. Provided, however, it is understood that this covenant does not apply to the selling of goods thru a bona fide commercial representative employed by the vendors in the regular course of their business in dealing with customers other than the Government and whose compensation is paid, in whole or in part, by commissions on sales made, nor to the selling of goods thru established commercial or selling agents or agencies regularly engaged in selling such goods.

7-276

# AGREEMENT TO SELL

TO  
UNITED STATES.

COUNTY OF ..... } ss:  
.....

I hereby certify that this instrument was filed  
for record at my office at ..... o'clock ..... M.,  
..... 191....., and is duly  
recorded in Book ..... Page No. ....

By .....  
Fees, \$.....

## AFFIDAVIT OF DISINTERESTEDNESS.

STATE OF ..... }  
COUNTY OF ..... } ss:

I do solemnly swear (or affirm) that the copy of contract hereto annexed is an exact copy of a contract  
executed by me, personally, with ..... ;  
that I made the same fairly without any benefit or advantage to myself, or allowing any such benefit or  
advantage corruptly to the said ..... or any other person or persons;  
and that the papers accompanying include all those relating to the said contract, as required by the statute  
in such case made and provided.

.....  
..... Engineer, U. S. R. S.

Subscribed and sworn to before me at .....  
this ..... day of ....., A. D., 191..... My com-  
mission expires.....

[OFFICIAL SEAL.]

NOTE.—Execute this affidavit only on the copy for the Returns Office, not on original.

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands the day and year first above written.

Witnesses :

W. H. Nesbitt

of.....

L. Clyde Nesbitt

Vendor.

of.....

L.M. Lawson

For and on behalf of the United States.

of.....

STATE OF New Mexico

COUNTY OF Dona Ana

} ss :

I, C.A. Thompson, a Notary Public

in and for said county, in the State aforesaid, do hereby certify that W.H.Nesbitt and L. Clyde Nesbitt, his wife

who are personally known to me to be the persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that

they executed the above for the considerations therein contained.

signed, sealed, and delivered said instrument of writing as their free and voluntary act, for the uses and purposes therein set forth.

I further certify that I did examine the said L. Clyde Nesbitt

separate and apart from her husband, and explained to her the contents of the

foregoing instrument, and upon that examination she declared that she did voluntarily sign, seal, and acknowledge the same without any coercion or compulsion, and does not wish to retract the same.

Given under my hand and official seal, this 21st day of May, 1919.

[SEAL.]

C.A. Thompson

Notary Public.

My commission expires May 10, 1921.

Approved, 191



CERTIFICATE

I HEREBY CERTIFY that the land described in the agreement to sell dated May 21, 1919, <sup>W.H.Nesbitt</sup> is required for purposes authorized by the Act of June 17, 1902 (32 Stat., 308), namely, as right of way for the Anthony Drain, a part of the Rio Grande project; that the consideration to be paid thereunder, \$344.75, is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

El Paso, Texas,  
May 24, 1919.

W.H. ROSSON

Project Manager.

REPORT ON LAND AGREEMENT

DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

INFORMATION relating to agreement made The 21st day of May, 1919 191 , with

W. H. Nesbitt and wife

for the purchase of land required for Anthony Drain

purposes, Rio Grande Project, Dona Ana

County, New Mexico.

1. State description and approximate area of land to be conveyed. 1.97 acres in SE $\frac{1}{4}$  NE $\frac{1}{4}$   
Sec. 28, T. 26 S., R. 3 E., N.M.P.M.

2. State nature, number, and date of entry by which it was acquired under public land laws, also date of  
final certificate and patent, if such have been issued.

Title not founded on U.S. Patent; land is in Refugio Colony Grant.

3. State names of the owners, post-office addresses, and county and State of residence. Give names of  
wives and husbands; if unmarried, widow, or widower, so state.

W.H.Nesbitt, Anthony, New Mexico.

L. Clyde Nesbitt (wife) Anthony, New Mexico.

4. State who is in possession of the premises to be conveyed, or of any part thereof, and if a tenant, give  
his name and post-office address. If the land is held under a lease, state the general terms of the lease, and  
the date when the tenant is to give up possession.

Owners in possession - no leases

5. Also state whether land is subject to right of way by virtue of contract with water users' association or  
other agreement.

Land is not subject to right of way.

6. State how much of the land is under cultivation, to what kinds of crops, with area of each crop cultivated, and how much is not cultivated, but is capable of being brought under cultivation, as well as the general character of such land; also the condition and kind of improvements, if any. Give a detailed estimate of the value of all important improvements of the land, such as buildings; *also the amounts and values of the several classes of land.*

Land in cultivation - alfalfa

7. If any portion of the land is irrigated, state what water rights go with the land and how much of the cultivated and how much of the uncultivated land is capable of irrigation.

All of the land is capable of irrigation under Rio Grande Project.

8. State the selling price of similar land in the vicinity.

\$175.00 to \$200.00

9. State fully any other matters relative to the land or to the purchase that may be of interest to the Government, especially concerning possible injury or benefit to other portions of this tract.

Drain will be of general benefit to community

The above is a correct statement of the information procured.

Dated May 24, 1919. 191

(Signature) Geo. W. Roadley

(Title) Field Assistant.

*In Charge of Negotiations.*

Approved:

L.M. Lawson

Project Manager.

## INSTRUCTIONS.

The proper procedure in making purchases of lands under the Reclamation Act, in pursuance of the various rulings made by the Department of the Interior and the Department of Justice, is substantially as stated below, though, in some cases, deviations may be necessary in certain details. These instructions do not relate to withdrawn public lands to which there is a claim by reason of a settlement or entry made prior to withdrawal; in such cases the agreements for purchases of improvements should be entered into on Form 7-523. See Manual, 1913 edition, pages 233-237.

1. As soon as possible after it has been ascertained that the property will be required, the Project Manager should forward to the Director of the Reclamation Service the following papers:

(a) Form 7-276 or 7-277, contract of sale, or memorandum of terms of proposed purchase, together with two copies of the same, one for the Returns Office and the other for the Director. When the land is donated, use Form 7-277.

(b) Affidavit of disinterestedness.

(c) This Form (7-281), report on land agreement.

(d) Certificate that the land is necessary for the purposes authorized by the Reclamation Act and that the consideration agreed upon is reasonable, together with his recommendation that the agreement be approved. This certificate should also contain other valuable information relative to the transaction not given in Form 7-281.

(e) If the tract is described by metes and bounds, this report should be accompanied by a small sketch, with the boundry lines platted, showing all courses and distances and all references to public-land corners. (See Manual, Title, *Lands, Acquisition of*, pars. 11 and 23, pp. 227 and 231.)

2. When the agreement has been approved, the original will be returned to the Project Manager, who will immediately notify the vendor thereof and call upon him, if pursuant to said agreement, to furnish an abstract of title, which shall later be extended to include any instruments subsequently recorded in connection therewith and also the record of the conveyance made in pursuance of said agreement, also to procure and have recorded, where proper for record, all assurances of title and affidavits which may be necessary and proper to show clear, unincumbered title in him. This will fix the date from which time may be counted in favor of the United States for extension of the option as provided in the agreement, in case it be found necessary to do so. If the abstract contains a large number of entries it should be indexed, and if the title to a canal system is involved the abstract should be accompanied by maps showing said system and the lands affected thereby. The abstract, certificates, maps, contract, possessory certificate, and form of deed which it is proposed to execute, referred to in next paragraph, should be submitted to the local district counsel. For form of possessory certificate see also par. 20, of the Title, *Lands, Acquisition of*, in the Manual.

3. The ordinary form of warranty deed, or its equivalent, in general use will be acceptable to the Department, only one material change being required, viz, the insertion of the italicized words in the clause to the following effect usually found in such deeds: "For and in consideration of \* \* \* dollars to him in hand paid *in pursuance of the provisions of the act of June 17, 1902 (32 Stat., 388)*, by the said party of the second part," etc. The grantee or second party must be the United States, and the words "heirs, executors, administrators, successors," etc., when referring to the second party, should be stricken out, and the sentence should read "the party of the second part and its assigns." One copy of the proposed form of deed should be retained by the Project Manager, to be executed by the vendor after the title has been found acceptable. A quitclaim deed will be acceptable in case title in fee is not vested in the vendor.

4. When forwarding the title papers to the local district counsel the engineer should request that, if apparently in satisfactory form and sufficient, they be forwarded to the district counsel in charge of titles, with his opinion thereon, otherwise that they be returned, pointing out the defects and indicating how they may be remedied.

5. The district counsel in charge of titles will render an opinion upon the title, and thereupon all the papers will be returned to the local district counsel for action in pursuance of the findings of the opinion. After the title has been found satisfactory, the deed should be executed and recorded and the abstract extended to cover record of same, and also to cover payment of taxes, etc., found to be liens against the estate. Payment may then be made to the grantor, provided no further defects are revealed by the extension of the abstract. The voucher covering payment should be accompanied by the contract, abstract of title, deed, and official copy of opinion. In case the title is found to be imperfect, the papers will be returned for the necessary corrections, and the abstract should then be brought up to date and again submitted through the local district counsel as above for reexamination.

6. In the case of a desert-land entry, when the approval has been given of the purchase of the possessory rights of an entryman, the certificate of the recorder of land titles in the county where the land is situated should be obtained, showing that he has searched the records of his office, and stating whether any instrument of conveyance, assignment, or mortgage of the right obtained by the entry referred to there appears.

7. In the case of land covered by a homestead or desert-land entry where an entire legal subdivision is involved a relinquishment to the United States is sufficient, and a certificate should be obtained from the register and receiver of the local land office showing that the entry was valid and subsisting at the time of the relinquishment, and that it had been relinquished and canceled on the records of the land office. This

certificate should accompany the voucher in lieu of the deed or relinquishment, which will be retained in the local land office. Where less than a legal subdivision is to be acquired, which can not be described in the ordinary way (by quarters and halves), the method outlined under (b) and (e), paragraph 38, page 236 of the Manual should be followed.

8. In the public-land States improvements by entrymen are generally regarded as personal property, subject to taxation, and before paying for land to be acquired by relinquishment the certificate of the officer having charge of the tax records in the county should be obtained showing the condition of the property in respect to levy and payment of taxes for the years since the entry.

9. This Form (7-281) may be used as far as it is applicable in making a report of negotiations not concluded, all necessary additional information being given under heading No. 9, when for any reason it is advisable that the matter be further considered by the Project Manager before final agreement. In this case it should be noted conspicuously on the first page and in the brief on back that it is a report of pending negotiations.

10. An agreement of sale may be made with any person owning the land in his own right, or with a trustee under a power in a deed, or with a person holding a power of attorney from the owner authorizing him to do so, or with an executor under a power in a will. A certified copy of the evidence of authority must accompany the papers.

11. The husband and wife must join in the agreement except where the local laws or the conditions under which the property is held do not require it. It is better, however, to obtain in every case the signatures of both husband and wife. The agreement must state whether the vendor is married or single, widow or widower.

12. An administrator or an executor without a power to sell in the will has no authority to make a contract for the sale or conveyance of land or of a right of way thereon. In case of the death of the owner without a will, the real estate descends to the heirs; if he dies leaving a will, the real estate goes to the devisees, subject in both cases to the payment of debts of the decedent. The heirs or devisees must all join in the agreement.

13. Neither the guardian of a minor nor the guardian of an insane person has a right to contract to sell or convey the real estate of his ward without special authority from the proper court.

14. Before negotiations for the purchase of any tract are begun, it is important to learn whether the land has been offered for sale, and at what time and price; also what price the present owner paid for the land.

15. Special conditions and limitations may be added, when necessary, to the printed forms of contracts in reference to possession of premises, growing of crops, etc., pending final conveyance, but these conditions should be avoided as far as possible, and the time limit of the contract should be fixed with reference to these matters. Ample time should be given in the contract for the preparation of an abstract of title and for consideration of the same by the officials at Washington, D. C. In this connection, see also Manual, par. 12, page 227.

16. For a general discussion of this subject see pages 96 to 100 of Water-Supply Paper No. 93.

7-281

**REPORT ON LAND AGREEMENT.**

For *purposes* \_\_\_\_\_ project \_\_\_\_\_

Sec. \_\_\_\_\_, T. \_\_\_\_\_, R. \_\_\_\_\_, M. \_\_\_\_\_

Belonging to \_\_\_\_\_

County of \_\_\_\_\_

State of \_\_\_\_\_

Submitted by \_\_\_\_\_

Date \_\_\_\_\_ 191\_\_\_\_\_

51-2-12  
51-2-51

6-4803



Mrs. — Cobb  
Belmont Street  
New York  
Holds interest  
in ————  
first ———— on his  
business

\$344.75 on 1.77a  
\$175 on case,

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in evaluating all contracts  
of the ————  
kind of

REPORT ON LAND AGREEMENT

DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

INFORMATION relating to agreement made 5/21 1919, with

W. H. Nesbitt  
for the purchase of land required for Anthony Drain  
purposes, Project, Wona Area Co N.M.  
County,

1. State description and approximate area of land to be conveyed.
2. State nature, number, and date of entry by which it was acquired under public land laws, also date of final certificate and patent, if such have been issued.

Not found on U.S. patent; land is in  
Refugio Colony Grant

3. State names of the owners, post-office addresses, and county and State of residence. Give names of wives and husbands; if unmarried, widow, or widower, so state.

W. H. Nesbitt Anthony N.M.  
Mrs L. Clyde Nesbitt " " "

4. State who is in possession of the premises to be conveyed, or of any part thereof, and if a tenant, give his name and post-office address. If the land is held under a lease, state the general terms of the lease, and the date when the tenant is to give up possession.

Owners

5. Also state whether land is subject to right of way by virtue of contract with water users' association or other agreement.

No

certificate should accompany the voucher in lieu of the deed or relinquishment, which will be retained in the local land office. Where less than a legal subdivision is to be acquired, which can not be described in the ordinary way (by quarters and halves), the method outlined under (b) and (e), paragraph 38, page 236 of the Manual should be followed.

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7-281

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**REPORT ON LAND AGREEMENT.**


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For ..... purposes.

..... project.

Sec. ...., T ....., R ....., M .....

Belonging to .....

County of .....

State of .....

Submitted by .....

Date ..... 191.....

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51-2-12  
51-2-51

6-4803

## INSTRUCTIONS.

The proper procedure in making purchases of lands under the Reclamation Act, in pursuance of the various rulings made by the Department of the Interior and the Department of Justice, is substantially as stated below, though, in some cases, deviations may be necessary in certain details. These instructions do not relate to withdrawn public lands to which there is a claim by reason of a settlement or entry made prior to withdrawal; in such cases the agreements for purchases of improvements should be entered into on Form 7-523. See Manual, 1913 edition, pages 233-237.

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(b) Affidavit of disinterestedness.

(c) This Form (7-281), report on land agreement.

(d) Certificate that the land is necessary for the purposes authorized by the Reclamation Act and that the consideration agreed upon is reasonable, together with his recommendation that the agreement be approved. This certificate should also contain other valuable information relative to the transaction not given in Form 7-281.

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4. When forwarding the title papers to the local district counsel the engineer should request that, if apparently in satisfactory form and sufficient, they be forwarded to the district counsel in charge of titles, with his opinion thereon, otherwise that they be returned, pointing out the defects and indicating how they may be remedied.

5. The district counsel in charge of titles will render an opinion upon the title, and thereupon all the papers will be returned to the local district counsel for action in pursuance of the findings of the opinion. After the title has been found satisfactory, the deed should be executed and recorded and the abstract extended to cover record of same, and also to cover payment of taxes, etc., found to be liens against the estate. Payment may then be made to the grantor, provided no further defects are revealed by the extension of the abstract. The voucher covering payment should be accompanied by the contract, abstract of title, deed, and official copy of opinion. In case the title is found to be imperfect, the papers will be returned for the necessary corrections, and the abstract should then be brought up to date and again submitted through the local district counsel as above for reexamination.

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7. In the case of land covered by a homestead or desert-land entry where an entire legal subdivision is involved a relinquishment to the United States is sufficient, and a certificate should be obtained from the register and receiver of the local land office showing that the entry was valid and subsisting at the time of the relinquishment, and that it had been relinquished and canceled on the records of the land office. This

6. State how much of the land is under cultivation, to what kinds of crops, with area of each crop cultivated, and how much is not cultivated, but is capable of being brought under cultivation, as well as the general character of such land; also the condition and kind of improvements, if any. Give a detailed estimate of the value of all important improvements of the land, such as buildings; also the amounts and values of the several classes of land.

*In Alfalfa*

7. If any portion of the land is irrigated, state what water rights go with the land and how much of the cultivated and how much of the uncultivated land is capable of irrigation.

*San Jose ditch*

8. State the selling price of similar land in the vicinity.

*175<sup>00</sup> - 200<sup>00</sup>*

9. State fully any other matters relative to the land or to the purchase that may be of interest to the Government, especially concerning possible injury or benefit to other portions of this tract.

*Benefits only*

The above is a correct statement of the information procured.

Dated

*5/23*

1919

(Signature)

*Geo. W. Hadley*

(Title)

*In Charge of Negotiations.*

Approved:

*Project Manager.*



1. MAILING address of each party W.H. Nesbitt  
Anthony, Ia. Mo.
2. List of improvements (state, as by itemized bill, how total consideration was fixed):  
Cultivated land 344.75 1979 at 171<sup>an</sup> acre
3. Interest held by each party joined in contract, other than owner or wife of owner, as "Joint ownership," "Lessee," or "Lienor," and if lienor, state such facts as may be gathered from owner as to date, amount, and quality of encumbrance:  
Mortgage - held by Mrs Cobb  
former owner used Cobb to Nesbitt B1557 Page 218  
Book 57 Page 219
4. Survey number of tract (if not embodied in land description):  
\_\_\_\_\_. If no survey number is available, state item in tax records: Item (under whose name assessed and line number in assessment book): \_\_\_\_\_; Acreage \_\_\_\_\_; Assessed at \$ \_\_\_\_\_; Other available information: \_\_\_\_\_
5. Grantor agrees Service may order title guaranty and make deduction therefor.  
Grantor will order title guaranty.  
Grantor agrees that Service may order abstract of title ~~and~~ make deduction therefor, at expense of service  
Grantor will order abstract of title.  
Grantor states that taxes are paid to date.  
Grantor will pay taxes now unpaid.  
Grantor wishes Service to pay taxes and make deduction therefor, and will furnish this office with bill of unpaid taxes at once.  
Grantor states that land is now encumbered (as per item No. 3), and will at once take steps to remove the encumbrance.  
Grantor states that land is now encumbered (as per item No. 3), and wishes Service to pay off encumbrance and make proper deduction therefor. (In case this is to be done Grantor will have to consult personally with the lienor).
6. Cost of structures to be built by Service. None

Agreement  
to sell  
Dona Ana Co. 7/27/11

R/W  
Anthony Drain  
W. H. Nesbitt

New Mexico.  
✓  
ADD  
RND

A tract of land in the SE 1/4 of the NE 1/4 of sec 28,  
T 26 S R 3 E, N.M.P.M. and more particularly described  
as follows.

Beginning at an iron pipe at the intersection  
of the west and north bdy's of right of way of  
county road, said iron pipe being the S.E. cor. of land  
of the grantor herein and from which the N.E. cor.  
of said sec 28 bears N 13° 04' E 2429.1 ft.

Thence along south property line of land of  
grantor herein S 75° 19' W at 156.4 ft an iron pipe  
and at 196.8 ft a point on said property line, thence  
N 12° 41' E 151.7 ft thence to the left along a 503.7 ft  
radius curve tangent to the last course a distance of  
185.1 ft. based on 100 ft. chord lengths, thence N 8° 24' W  
459.8 ft. to a point on the S.W. bdy of right of way  
of county road thence along said bdy S 56° 49' E  
136.4 ft. to an iron pipe being the N.E. cor. of  
land of grantor herein thence along west bdy of  
right of way of county road S 8° 51' E 670.6 ft. to  
the point of beginning said tract of land containing  
1.97 acres more or less.

Dodge.  
(Copy)