

780

BARADA, J. G.

QUITCLAIM DEED

056

EAST DRAIN

0023-0062-0008-00

1916-1917
RIO GRANDE

778

THE STATE OF TEXAS, }
 County of El Paso. }
 J. G. Barada

KNOW ALL MEN BY THESE PRESENTS: THAT

of the County of El Paso, State of Texas, for and in consideration of the sum of One (\$1.00) - - - - - DOLLARS,

to him in hand paid by the United States of America, acting pursuant to the Act of Congress of June 17, 1902 (32 Stat., 388),

~~of the County of~~ ~~and~~ ~~of~~ the receipt whereof is hereby acknowledged, do by these presents Bargain, Sell, Release and Forever Quit-Claim, unto the said United States of America, acting pursuant to the Act of Congress of June 17, 1902 (32 Stat., 388), its successors

~~and~~ and assigns all his right, title and interest in and unto that tract or parcel of land lying in the County of El Paso State of Texas

described as follows, to-wit:
 A tract of land two thousand seventy-six and eight-tenths (2,076.8) feet long measured on the center line of the East River Drain, and one hundred (100) feet wide, being forty (40) feet in width to the East and sixty (60) feet in width to the East of said center line, described as follows: Beginning at the Southeast corner of said tract, on the boundary line between land of the grantor herein and land of Charles R. Loomis and Charles J. Kapel, from which point the quarter corner between Sections two (2) and eleven (11), Township twenty-seven (27) South, Range three (3) East, N. M. P. M., is three thousand five hundred eighty and six-tenths (3,580.6) feet north and six hundred seventy and four-tenths (670.4) feet west, running thence west along said boundary line a distance of one hundred and one-tenth (100.1) feet, thence north 2° 55' west a distance of eight hundred seventy-four and seven-tenths (874.7) feet, thence to the left on a curve of five hundred thirteen and seven-tenths (513.7) feet radius, three hundred eighty-three and six-tenths (383.6) feet measured on one hundred (100) feet chords, thence north 43° 51' west a distance of six hundred sixty and two-tenths (660.2) feet, thence to the right on a curve of six hundred thirty-three and seven-tenths (633.7) feet radius, one hundred seventy-nine and one-tenth (179.1) feet, to a point on the boundary line between land of grantor herein and land of Henry Luethy, thence east along said boundary line a distance of one hundred fifteen and five-tenths (115.5) feet, thence to the left on a curve whose tangent at this point bears south 25° 04' xx" east and whose radius is five hundred thirty-three and seven-tenths (533.7) feet, ninety-six and four-tenths (96.4) feet measured on the chord, thence south 43° 51' east a distance of six hundred sixty and two-tenths (660.2) feet, thence to the right on a curve of six hundred thirteen and seven-tenths (613.7) feet radius, four hundred twenty-six and four-tenths (426.4) feet, thence south 2° 55' east, a distance of eight hundred seventy-nine and nine-tenths (879.9) feet to the point of beginning, containing four and eight-tenths (4.8) acres, more or less.

TO HAVE AND TO HOLD all his right, title, interest, estate and claim in and to the said premises, together with all and singular, the rights, privileges and appurtenances to the same in any manner belonging, unto the said United States of America, acting pursuant to the Act of Congress of June 17, 1902 (32 Stat., 388), its successors

~~heirs~~ and assigns forever.

WITNESS my hand this the 14th day of July, A. D. 1916

Witnesses at Request of Grantor:

J. G. Barada (sd)

QUIT-CLAIM DEED

SINGLE AND WIFE'S SEPARATE
ACKNOWLEDGMENTS

J. G. Barada

to
W. of America

4.8 acres

Filed for record, this

3

day of Oct

1917, at 9

o'clock and minutes a M.

W. D. Greet

Clerk.

By C. Aranda

Deputy.

Ellis—El Paso

THE STATE OF TEXAS,
COUNTY OF EL PASO.

Before me, Mary Duden, a Notary Public in and for
El Paso County, Texas, on this day personally appeared J. G. Barada

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 14th day of July, A. D. 1917

(Seal)

Mary Duden
Notary Public, El Paso County, Tex

THE STATE OF TEXAS,
COUNTY OF EL PASO.

Before me, _____ in and for
El Paso County, Texas on this day personally appeared _____ wife of

_____, known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same by me fully explained to her, she, the said _____ acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this _____ day of _____ A. D. 19____

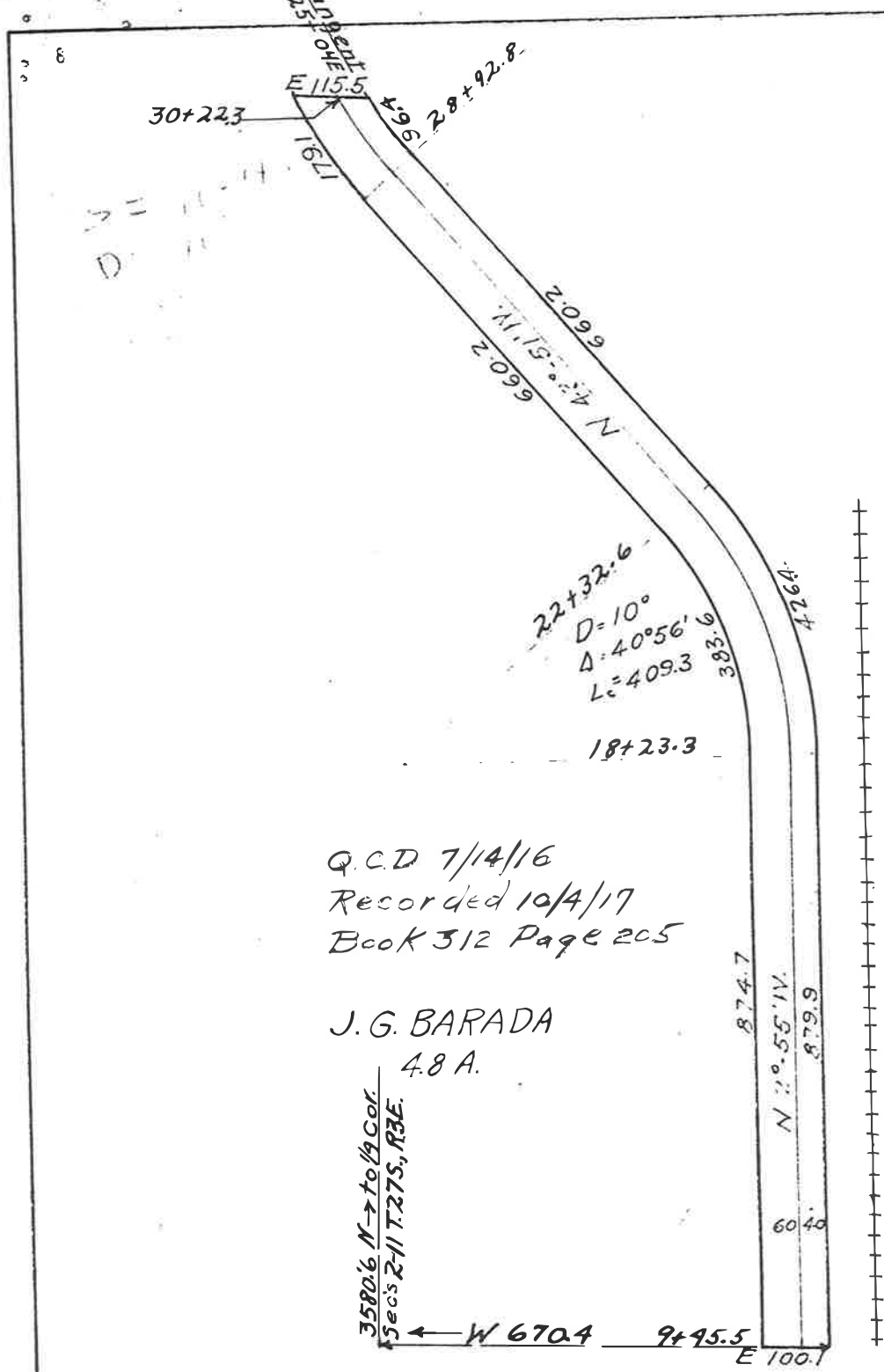
THE STATE OF TEXAS,
COUNTY OF EL PASO.

I W. D. Greet Clerk of the County

Court of said County, do hereby certify that the above instrument of writing, dated on the 14th day of July, A. D. 1917 with its certificate of authentication, was filed for record in my office this 3rd day of Oct, A. D. 1917, at 9 o'clock a M. and duly recorded the 4th day of Oct, A. D. 1917, at 1³⁰ o'clock p M. in the records of said County, in Volume 312 on Page 205

Witness my hand and the seal of the County Court of said County, at office El Paso Texas, the day and year last above written.

W. D. Greet
Clerk County Court, El Paso County, Texas.
By L. M. Woodward Deputy.



Q.C.D 7/14/16
 Recorded 10/4/17
 Book 312 Page 205

J.G. BARADA
 4.8 A.

3580.6 N → to 19 Cor.
 15 Secs 2-11 T27S, R3E.

1"=250'

DEPARTMENT OF THE INTERIOR
 U.S. RECLAMATION SERVICE
RIOGRANDE PROJECT, NMTEX.
MESILLA VALLEY DRAINAGE
E. RIVER DRAIN, RIGHT OF WAY
SEC. 11, T27S, R3E, N.M.P.M.
 SURVEYED J.W.R. CHECKED W.A.P.
 DRAWN G.S. APPROVED S.B.W.
892 L16 LAS CRUCES, NM. 2/19/16

Sheet 2 of

COMPARED

82 1/16 INDEXED
7-277

AGREEMENT TO CONVEY

FOR CANAL LINE, ETC.

J. B. MacIntosh

TO
UNITED STATES

COUNTY OF

SS:

I hereby certify that this instrument was
filed for record in my office at 3:10
o'clock P. M., June 3, 1916
and is duly recorded in Book

Page No.

Fees, \$

By

Deputy

2/14/16
289
549

INSTRUCTIONS.

1. The agreement should not be dated until signed by both parties, but the date should not be later than the date of the acknowledgment on page 3 of this blank.
2. Where lands required for canals or laterals are donated to the United States, no abstract of title need be furnished. The deed should be transmitted to the Washington office with a certificate by the engineer or examiner that the tax records of the county in which the land is situated have been examined, and that they indicate ownership of the land by the grantors; that the said parties are the reputed owners, and that the land is not in the possession of one claiming adversely to the grantors.

CERTIFICATE OF RECORD.

THE STATE OF TEXAS, }
COUNTY OF EL PASO, } I, E. B. MacINTOSH, County Clerk in and for said County, do hereby
certify that the foregoing instrument of writing with its certificate of authentication, was filed
for Record in my office, on the 13th day of June A. D., 1916 at 5:10
o'clock P. M., and duly recorded the 22nd day of June A. D., 1916 at
9:55 o'clock P. M., in the Book, 289 on page 549
Records of said County. in Volume 289 on page 549
Witness my hand and the seal of the County Court of El Paso County, Texas, at my office
in El Paso, Texas, the day and year last above written.
E. B. MacINTOSH,
Clerk of the County Court, El Paso County, Texas
By *J. B. MacIntosh* Deputy.

~~and may take and use for such purposes a strip of said land xxxxxxxxxxxxxxxx feet wide on each side of the center line of said canal or other lines in the direction now surveyed and staked out, or as may hereafter be surveyed and staked out and found most practicable over said land.~~

2. And the vendor further agrees that at any time during the continuance of this agreement, after it is determined that the strip of land above described will be needed for irrigation works to be constructed by the United States as aforesaid, he will, upon request of the United States, convey to it all his right, title, and interest in and to the same, and all right, title, interest, tenements, and hereditaments appurtenant thereto, or appertaining and belonging to and used therewith, for the uses and purposes aforesaid, by good and sufficient deed, releasing the United States from all claims for damages by reason of entry upon the land first above described, and by reason of the survey, construction, or operation of said works.

3. This agreement shall become effective to bind the United States only upon its approval by the ^{Comptroller or} Director of the Reclamation Service, whose approval or disapproval will be signified

DESCRIPTION CHECKED
G. R. P.

MAY 10 1910 40010

COMPARED

68176 INDEXED
7-277

AGREEMENT TO CONVEY

FOR CANAL LINE, ETC.

J. B. Bannard

TO
UNITED STATES

COUNTY OF _____
ss: _____

I hereby certify that this instrument was
filed for record in my office at 3:10
o'clock P. M., June 3, 1916
and is duly recorded in Book _____

Page No. _____

By *J. B. Bannard*
Deputy

289
549

INSTRUCTIONS.

1. The agreement should not be dated until signed by both parties, but the date should not be later than the date of the acknowledgment on page 3 of this blank.
2. Where lands required for canals or laterals are donated to the United States, no abstract of title need be furnished. The deed should be transmitted to the Washington office with a certificate by the engineer or examiner that the tax records of the county in which the land is situated have been examined, and that they indicate ownership of the land by the grantors; that the said parties are the reputed owners, and that the land is not in the possession of one claiming adversely to the grantors.

CERTIFICATE OF RECORD.

THE STATE OF TEXAS,
COUNTY OF EL PASO,

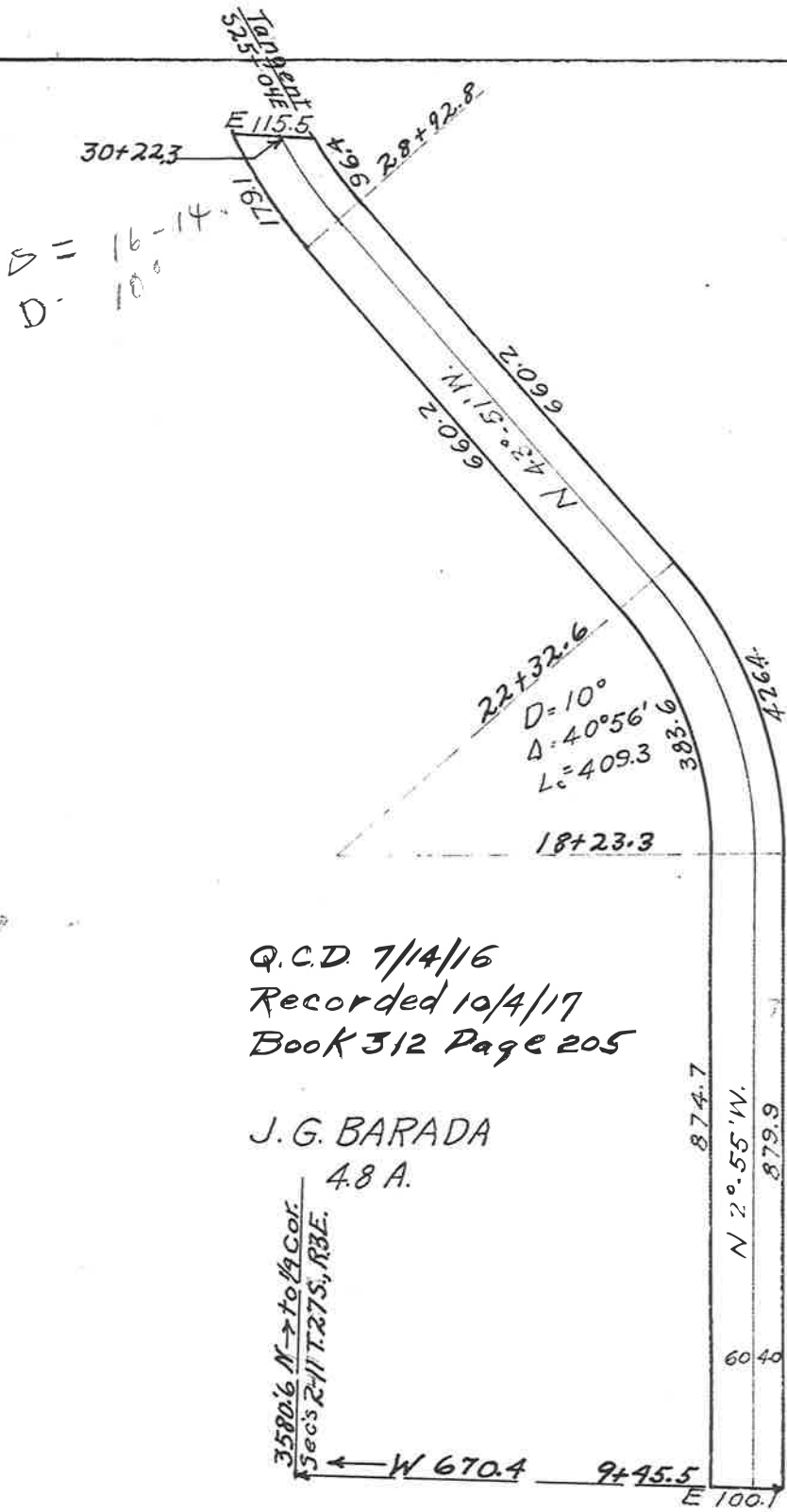
I, E. B. McCLINTOCK, County Clerk in and for said County, do hereby
certify that the foregoing instrument of writing with its certificate of authentication, was filed
for Record in my office, on the 13th day of June A. D., 1916 at 8:10
o'clock P. M., and duly recorded the 17th day of June A. D., 1916 at
9:55 o'clock P. M. in the Dred, _____

Records of said County, in Volume 289 on page 549
Witness my hand and the seal of the County Court of El Paso County, at office
in El Paso, Texas, the day and year last above written.

E. B. McCLINTOCK,

Clerk of the County Court, El Paso County Texas

By *J. B. Bannard* Deputy.



1"=250'
 DEPARTMENT OF THE INTERIOR
 U.S. RECLAMATION SERVICE
 RIOGRANDE PROJECT, N.M.TEX.
 MESILLA VALLEY DRAINAGE
 E. RIVER DRAIN, RIGHT OF WAY
 SEC. 11, T.27S, R.3E, N.M.P.M.
 SURVEYED J.W.R. CHECKED W.A.P.
 DRAWN G.S. APPROVED S.B.W.
 892 L16 LAS CRUCES, N.M. 2/19/16

CERTIFICATE.

I, A. B. PREUSS, Assistant District Counsel,
U. S. Reclamation Service, hereby certify that I have
personally examined the official records in and for El
Paso County, State of Texas, and that said record indicate
that:

J. G. BARADA is the apparent and reputed owner
of the 4.8 acres of land in Section 11, Township 27 South,
Range 3 East, N.M.P.M., conveyed to the United States by
donation deed dated July 14, 1916; and

There are no existing mortgages, liens or other
incumbrances on the land above described, except one mort-
gage to the Union Bank & Trust Company, for \$1228.12, re-
corded in Book 102 at page 406 of Deed of Trust Records,
El Paso County, Texas, which may be disregarded, however,
as the value of the land covered by this mortgage without
the land conveyed to the United States, is greatly in ex-
cess of the amount of said mortgage: And

I further certify that the said J. G. BARADA is
in sole and exclusive possession of the property described
in the aforesaid deed, claiming to be the owner and no
person claiming a right in such property adverse to the
grantor is in possession of any part of it.

El Paso, Texas,
December 18, 1917.

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

El Paso, Texas, December 18, 1917.

Project Manager to the ~~Chief of Construction~~ **Director.**

Subject: Forwarding ~~contract~~ ^{copy} ~~for approval~~ **acceptance & filing.**

~~Agreement~~ dated **July 14, 1916.** **Rio Grande** Project.

Executed by **J. G. BARADA**

~~With~~ **To the** **United States.**

Estimated amount involved, **\$0.00** (See Gen'l Order No. 124)

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

Purpose: **Acquisition of right of way - Mesilla Valley**
(See instructions on back at Pars. 4 and 5) **East River Drain.**

Advise Project Manager at **El Paso, Texas.**
(Post office and State)

and **District Counsel** ☒ at **El Paso, Texas.**

using extra copy or copies hereof.

Incls.

Cert. of Asst. Dist. Counsel.
Blue Print.

L. M. LAWSON,
(Signature)

~~Denver, Colo.,~~

~~Washington, D.C.~~ **JAN 16 1918** 191

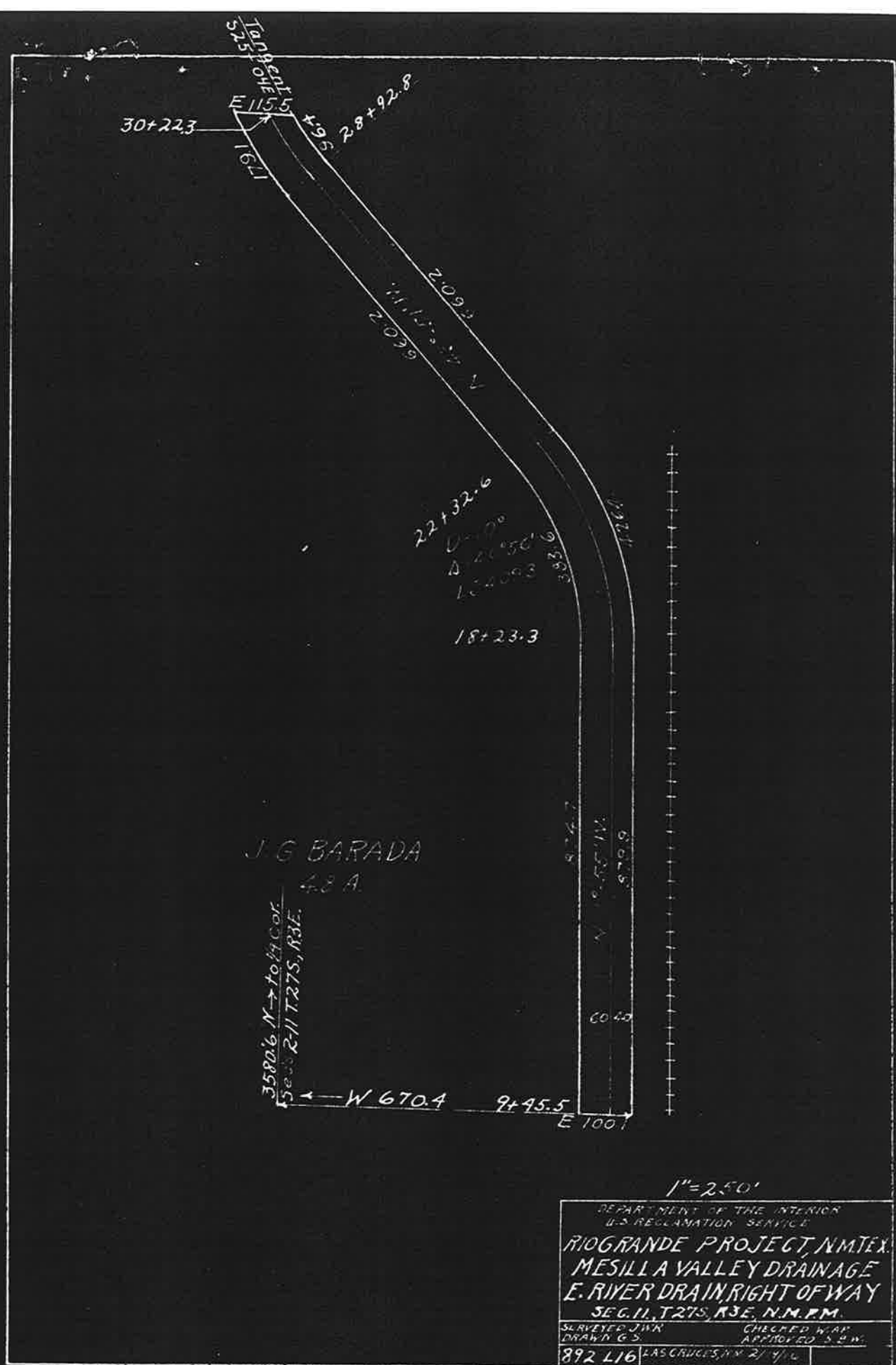
The above-described ~~contract~~ with bond, if any (see above)

has been ~~approved~~ **accepted & filed.**

Acting Director

~~Superintendent~~

DEC 26 17 74853



El Paso, Texas, October 2, 1917.

The County Recorder,
El Paso County,
El Paso, Texas,

Dear Sir:

Enclosed herewith is quitclaim deed from
J. G. Barada to the United States of America dated
July 14, 1916.

Kindly have this deed recorded and return
the same to this office together with your bill for
recording fee.

Yours very truly,

(sd) D.G.Tyree

Asst. District Counsel.

Encl.

El Paso, Texas, July 7, 1916.

Mr. J. G. Barada,
C/o Anderson-Filler Investment Co.,
City.

Dear Sir:

There is enclosed herewith quit claim deed for the 4.8
acres of land which you contracted under date of March 14, 1916,
to convey to the United States as right of way for the East River
Drain.

Will you please execute this deed and acknowledge the same
before a notary, after which return it to me.

Thanking you for your early attention to this matter, I
am,

Very truly yours,

P. W. Dent,

District Counsel.

Enc.

El Paso, Texas, June 12, 1916.

Mr. J. G. Barada,
C/o Anderson-Filler Investment Co.,
16 Buckler Bldg.,
El Paso, Texas.

Dear Sir:

You are informed that contract with you dated March 14, 1916, providing for the donation of 4.8 acres of land as right of way for the East River Drain, was approved by the Comptroller of the Reclamation Service on June 3, 1916.

Quit claim deed will be sent you as soon as possible for execution and return.

Very truly yours,

P. W. Dent,

District Counsel.

El Paso, Texas, June 6, 1917.

Mr. J. G. Barada,
C/o Anderson-Filler Investment Co.,
El Paso, Texas.

Dear Sir:

Referring to office letter of July 7, 1916,
inclosing quit claim deed for the land which you have
agreed to convey to the United States for right of way
for the East River Drain.

Will you please execute this deed acknowledg-
ing same before a notary, and return to this office.

Your early attention to this matter will be
appreciated.

Very truly yours,

A.B.Preuss,

Asst.District Counsel.

DEPARTMENT OF THE INTERIOR
UNITED STATES' RECLAMATION SERVICE

El Paso, Texas, April 26, 1916.

Project Manager to the Director (through ~~Superintending Engineer~~ ^{Ch. of Constr.}).

Subject: Forwarding contract for approval.

The contract described below is forwarded herewith for approval:

Date March 14, 1916.

Rio Grande project

Executed by R. F. Walter

With J. G. Barada

Accompanied by bond and one copy. [Insert "Yes" or "No bond."] **No bond.**

Purpose: Right of way for East River Drain

No public notice issued for Rio Grande project.

Advise Ch. of Constr. at Denver, Colo.

(copy to Project Manager at El Paso, Texas.)

of the approval of the above, using extra copy or copies hereof.

Estimated amount involved, \$ Nominal Authority No. _____

Encls. Orig. contract for Director with orig. rept. on
land agr't and orig. Proj. Mgr's certificate.
Copy contract for Returns Office with affi. of Dis.,
" " Ch. of Constr. with copy of rept.
on land agr't and copy of Proj. Mgr's certificate.
Orig. est. of cost of structures for Dir., with
copy to Ch. of Constr.

Washington, D. C. R. F. Walter, 1916

Approved by W. A. Ryan, Comptroller

Date of approval March 3 - 1916

Bond, if any (see above), approved by same officer on same date.

Original enclosed for record and return

A. P. Davis,
Director & Chief Engineer.

Certificate of estimated cost of structures to be
built across drainage ditch through land of J. G. Barada
in accordance with contract dated March 14, 1916.

Bridge.....	\$300.00
Change in irrigation system.....	50.00
Inlet for surface water.....	<u>35.00</u>
Total..	<u><u>\$385.00</u></u>

(sd) R. F. Walter
Project Manager.

El Paso, Texas,
April 25, 1916.

I hereby certify that the land described in attached agreement dated March 14th, 1916, with J. G. Barada, is necessary for purposes authorized by the Reclamation Act, viz., for right of way for the East River Drain, Rio Grande project, New Mexico-Texas. In my opinion the consideration agreed upon is reasonable and I recommend that the contract be approved.

R. F. Walter,

Project Manager.

El Paso, Texas, April 24 1916.

REPORT ON LAND AGREEMENT

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

INFORMATION relating to agreement made March 14, 1916., with

J. G. Barada

for the purchase of land required for East River Drain

purposes, Rio Grande Project, El Paso

County, Texas.

1. State description and approximate area of land to be conveyed:

4.8 acres. For description see agreement to convey.

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:

Land is in Texas and was not public land

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

J. G. Barada, C/o Anderson-Filler Inv. Co., 16 Buckler Bldg.,

El Paso, El Paso County, Texas.

(Land is not homestead property)

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.

J. G. Barada, owner. There is no lease.

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

Not subject to right of way by virtue of contract with water

users' association or other agreement.

6. State how much of the land is under cultivation, and how much is not cultivated but is capable of being brought under cultivation, as well as the general character of such land and the character of crops produced upon the cultivated portion; also the condition and kind of improvements, if any.

..... There are no improvements. None of the land is cultivated. It is low, of a swampy nature, and alkaline. About 1/2 might be redeemed and cultivated.

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.

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

..... Might be appraised at \$30.00 per acre.

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.

..... Will either be benefited or not affected by construction of ditch.

The above is a correct statement of the information procured.

Dated April 10, 1916.

Approved:

R. F. WALTER

Engineer.

Geo. Schobinger.

Engineer in Charge.

INSTRUCTIONS.

The proper method of 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 lands withdrawn under the provisions of paragraph 2 of office circular No. 127, of October 28, 1905, where public lands are appropriated for irrigation purposes; in such cases the agreements for purchases of improvements may be entered into on Form 7-523.

1. As soon as possible after it has been ascertained that the property will be required, the engineer in charge 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 boundary lines platted, showing all courses and distances and all references to public-land corners. (See Service Order No. 65).

2. When the agreement has been approved, the original will be returned to the engineer, who will immediately notify the vendor thereof and call upon him, 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, option, and form of deed which it is proposed to execute, referred to in next paragraph, should be submitted to the United States attorney for the district, after the engineer has received notice that instructions have been issued to the former by the Attorney General to examine and report on the subject of titles. These instructions will be requested by this office after the receipt of information from the engineer that the purchase of lands has become necessary.

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 engineer, to be executed by the vendor after the title has been found acceptable. A quit-claim deed will be acceptable in case title in fee is not vested in the vendor.

4. When forwarding the title papers to the United States attorney the engineer should request that, if apparently in satisfactory form and sufficient, they be forwarded to the Assistant Attorney General for the Interior Department, with his opinion thereon, otherwise that they be returned, pointing out the defects and indicating how they may be remedied.

5. The engineer in charge will notify the Director as soon as the abstract and form of deed have been forwarded to the Assistant Attorney General.

6. The Assistant Attorney General will render an opinion upon the title, and upon the approval thereof by the Secretary of the Interior, all the papers will be returned to the engineer 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., pronounced by the Assistant Attorney General to be liens against the estate. Payment may then be made to the grantor by the local fiscal agent, provided no further defects are revealed by the extension of the abstract, or the papers may be forwarded to the Director for payment by Treasury warrant. In the former case the voucher covering payment should be accompanied by the option, abstract of title, deed, and 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 United States attorney for re-examination.

7. 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.

8. 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 has been relinquished and cancelled on the records of the land office. This certificate should accompany the voucher of the special fiscal agent 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 cannot be described in the ordinary way (by quarters and halves), subdivisional surveys should be made and the land lotted (Service Order 84 and Circular August 9, 1909). Relinquishment should then be secured of the lot needed as above.

9. 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.

10. 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 engineer in charge 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.

11. The person engaged in right of way negotiations or in negotiations for the purchase of lands will make monthly reports to the engineer in charge of the particular project, to be forwarded to the chief engineer at Washington, D. C.

12. 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 power in a will. A certified copy of the evidence of authority must accompany the papers.

13. The husband and wife must join in the agreement except where the local land 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, a widow or widower.

14. 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.

15. 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.

16. 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.

17. Special conditions and limitations may be added, when necessary, to the printed forms of contract 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.

18. 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..