

780. WHITE, BATTELLE, et ux., Madge H.

QUITCLAIM DEED

(056)

EAST DRAIN NO. 19

0023-0056-0012-00

780.

THE STATE OF NEW MEXICO)

COUNTY OF Dona Ana

THIS INDENTURE, made the 20th day of June in the year of our Lord, one thousand nine hundred and seventeen between Battelle White and wife, Madge H. White parties of the first part and the United States of America acting pursuant to Act of Congress of June 27, 1902 (32 Stat., 388). party of the second part.

Witnesseth: That the said parties 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 party of the second part, the receipt whereof is hereby acknowledged, do by these premises demise, release and forever quitclaim unto the said party of the second part, and to its successors and assigns all that 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 situated in the Southwest quarter of the Northeast Quarter (SW $\frac{1}{4}$ NE $\frac{1}{4}$) and the East half of the Northwest quarter (E $\frac{1}{2}$ NW $\frac{1}{4}$) of Section four (4), Township twenty-six (26) South, Range three (3) East, N.M.P.M., said tract being a strip of land one hundred twenty (120) feet wide lying sixty (60) feet on each side of the center line of the Mesilla Valley East River Drain being parallel and adjacent to the East right of way line of the Camino Real, said center line being described as follows: Beginning at Station 422 plus 78.2, a point on the property line between property of Vendor and property of Henning Bruhn, said property line having a bearing of South 89° 25' East from which point the Southeast corner of the tract herein described bears South 89° 25' East, a distance of sixty-eight and five-tenths (68.5) feet and from said Southeast corner the North quarter corner of said Section four (4) bears North 10° 34' West a distance of two thousand six hundred seventy-five and seven-tenths (2675.7) feet; running thence North 28° 15' West a distance of three thousand nine (3009) feet to Station 452 plus 87.2, a point in the center of the road between the property of Vendor and property of George Lock, said road having a bearing of South 89° 50' East, from which point the Northwest corner of the tract herein bears North 89° 50' West, a distance of sixty-eight and two-tenths (68.2) feet and from said Northwest corner the Northwest corner of said Section four (4) bears South 89° 22' West a distance of one thousand five hundred fifty-seven and six-tenths (1557.6) feet, said tract containing eight and twenty-nine one-hundredths (8.29) acres more or less.

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 party of the second part, and unto its successors heirs and assigns, forever.

In Witness Whereof, the said parties of the first part have hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered in the Presence of

L. R. Fiock

Battelle White (L. S.)

Madge H. White (L. S.)

(L. S.)

Texas
STATE OF NEW-MEXICO, }
County of El Paso } ss.

On this 20th day of June 1917, before me personally
appeared Battelle White

to me known to be the person described in and who executed the foregoing instrument, and acknowledged
that he executed the same as his 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.

My Commission expires
June 1, 1919.

Jessie E. M. Howe,

Notary Public in & for El Paso Co., Texas.

Texas
STATE OF NEW-MEXICO, }
County of El Paso } ss.

On this 20th day of June 1917, before me personally
appeared Madge H. White, wife of the said Battelle White

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.

My Commission expires
June 1, 1919.

Jessie E. M. Howe,

Notary Public in & for El Paso Co., Texas.

18590

Quit Claim Deed

Battelle White et ux

TO

W.A.

compared

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

I hereby certify that this instrument was

filed for record on the 16th day

of July A. D. 1917

at 8:30 o'clock A.M., and duly recorded in

Book 56 Page 192 of the Records

of Deeds and Mortgages of said County.

S. J. Nuñez

County Clerk and Ex-Officio Recorder.

Deputy.

Fees \$

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

El Paso, Texas, September 7, 1917.

Project Manager to the Director and Chief Engineer ~~(thru District Counsel of Construction)~~ ^{thru District Counsel} ~~(thru Chief Engineer)~~.

Subject: Forwarding ~~contract~~ ^{deed} for approval.

~~Agreement~~ dated June 20, 1917. Rio Grande Project.

Executed by Battelle White and wife, Madge H. White,

~~Wm.~~

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

Purpose of agreement: Donation of 8.29 acres to U. S. as right of way for Mesilla Valley East River Drain.
(See instructions on back, Pars. 4 and 5)

~~Original and one copy of bond herewith.~~ (Strike out if no bond transmitted.)

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

and _____ at _____
of the approval of the above.

Encls. Orig. recorded deed.
Certificate.
Blue print.

(sd) L.R. Lawson
(Signature.)

(Copy of deed not furnished for Chief of Construction as letter dated Aug. 29, 1917, from District Counsel Offutt, Denver, to ~~this~~ office of D.C. states that copies of donation deeds are not desired by the Denver Office.)

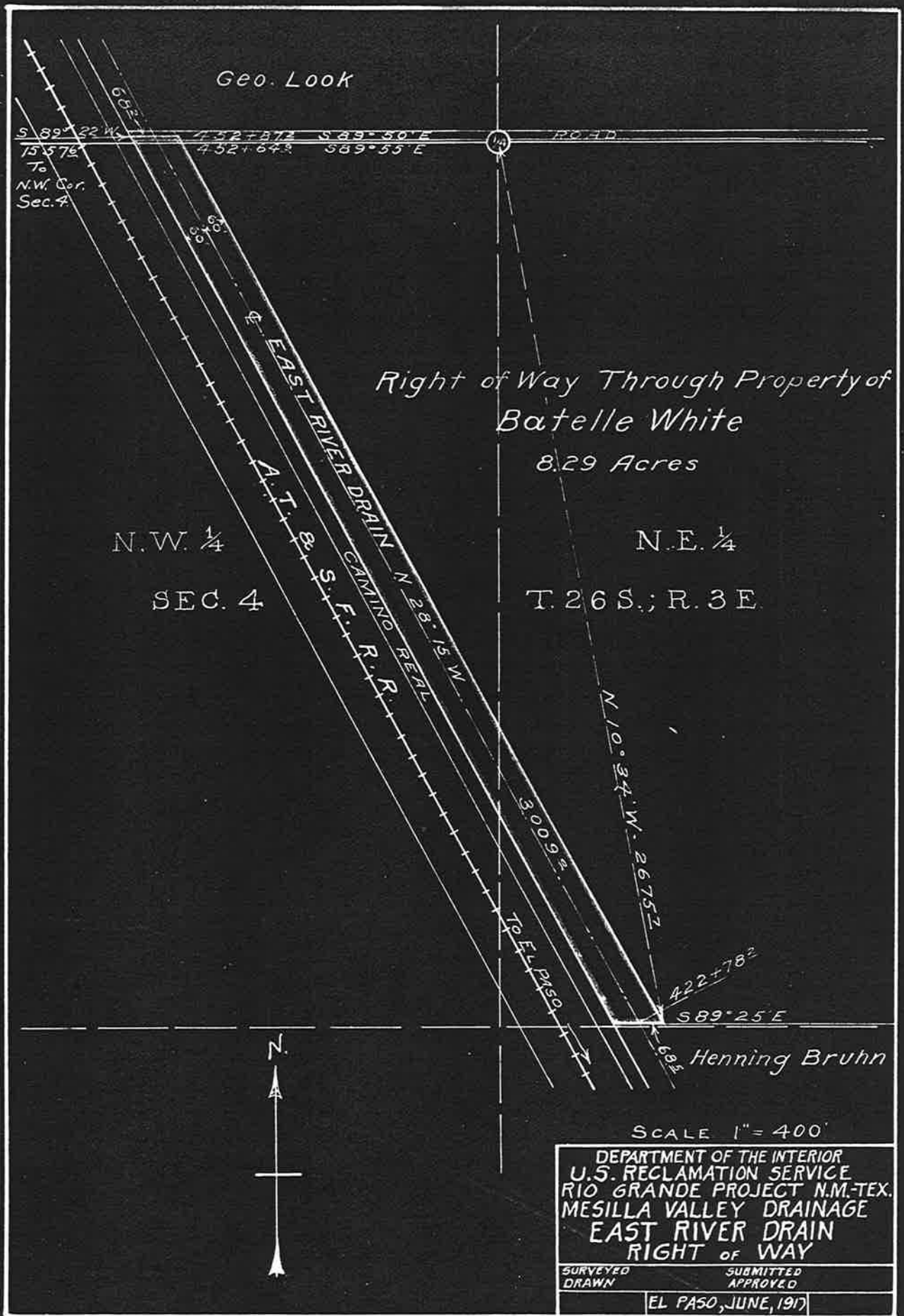
(The blanks below to be filled in the Washington Office.)

Approved by _____

Date of approval _____

Bond, if any, approved by same officer on same date.

SEP 12 '17 71392
Morris Bien, Acting Director



COUNTY OFFICERS

FELIPE LUCERO, SHERIFF. W. W. COX, COLLECTOR. T. ROUAULT, SR., ASSESSOR.
J. F. NEVARES, COUNTY CLERK. C. L. POST, SURVEYOR.
J. C. RODRIGUEZ, PROBATE JUDGE
R. E. MCBRIDE, SUPERINTENDENT OF SCHOOLS.

COUNTY COMMISSIONERS

DIST. 2: J. F. FINDLAY, CHAIRMAN
DIST. 1: DIONICIO ALVAREZ
DIST. 3: PEDRO G. LOPEZ

OFFICE OF
COUNTY CLERK

DONA ANA COUNTY
NEW MEXICO

Las Cruces, N. M.,

Sept. 10th., 1917.

D. G. Tyree
Asst. District Counsel

El Paso, Texas.

Dear Sir:

Answering yours of the 8th., in regard to correction of description in deed from Batelle White and wife to the United States, I beg to advice you that you can correct the description in the deed, but you have to re-record the deed, as we can not make corrections after the deed is already recorded.

Yours truly,

J. F. Nevares
County Clerk
By *M. N. Nevares*
Deputy.

*Not a usualy but
not a usualy
Do not have material
to be done
7-11.*

Geo. Look

S 89° 22' W. 4.52+872 S 89° 50' E
15576 1362 452+642 S 89° 55' E
To
N.W. Cor.
Sec. 4.

ROAD

1/4 Sec. Line

Right of Way Through Property of
Batelle White

8.29 Acres - QC Deed for
245
589
8.29 Ac

5.89 a
N.W. 1/4

N.E. 1/4

SEC. 4

T. 26 S.; R. 3 E.

ENT- 4-12-90
PAT- 11-12-94.

ENT-5-19-84
PAT 10-3-90

R.OFW-5.79 A.

R.OFW-2.45 A

245

82
Deeded

2.4 a approx

5-9-84
10-3-90

check with deed
for correction deed?

prop. line



SCALE 1" = 400' 19

DEPARTMENT OF THE INTERIOR
U.S. RECLAMATION SERVICE
RIO GRANDE PROJECT N.M.-TEX.
MESILLA VALLEY DRAINAGE
EAST RIVER DRAIN
RIGHT OF WAY

SURVEYED
DRAWN

SUBMITTED
APPROVED

L16 EL PASO, JUNE, 1917

6

Right of Way - Mesilla Valley East River Drain ^{6/17/17}

Property of Batelle White

Dona Ana County, N. Mex.

a tract of land situated in the southwest quarter of the northeast quarter and the east half of the northeast quarter of Section 4. T. 26 S.; R. 3 E.; N. M. P. M., said tract being a strip of land 120 ft. wide lying 60 ft on each side of the center line of the Mesilla Valley East River Drain being parallel and adjacent to the east right of way line of the Camino Real, said center line being described as follows: beginning at Station 422+78.2 a point on the property line between property of vendor and property of Hemming Brothers said property line having a bearing of $S 89^{\circ} 25' E$ from which point the southeast corner of the tract herein described bears $S 89^{\circ} 25' E$ a distance of 685 ft. and from said southeast corner the north quarter corner of said Section 4 bears $N 10^{\circ} 30' W$ a distance of 2675.2 ft., running thence $N 28^{\circ} 15' W$ a distance of 3009.0 ft. to Station 452+87.2, a over

El Paso, Texas, September 8, 1917.

County Recorder,

Las Cruces, New Mexico.

Dear Sir:

An error has been discovered in the description contained in deed from Battelle White and wife to the United States, dated June 20, 1917, and recorded Book 56, Page 192 of Deed Records, your county.

The first part of the description should read as follows:

"A tract of land situated in the Southwest quarter of the Northeast quarter (SW¹NE¹, - - -"

Will you have the description corrected in this respect on your records, and advise me accordingly?
Thanks in advance.

Yours very truly,

(sd) D. C. Tyree

Asst. District Counsel.

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

~~El Paso, Texas, September 7~~, 1917.

Project Manager to the Director and Chief Engineer ~~of Construction~~ ^{then District Counsel} ~~at El Paso, Texas~~.

Subject: Forwarding ~~Agreement~~ for approval.

~~Agreement~~ dated **June 20, 1917.** **Rio Grande** Project.

Executed by **Battelle White and wife, Hodge H. White,**

~~King~~

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

Purpose of agreement: **Donation of 8.29 acres to U. S. as right of way for Mesilla Valley East River Drain.**
(See instructions on back, Pars. 4 and 5)

Approved as to form
District Counsel

Date **Sept 7 1917**

~~Original and one copy of bond herewith.~~ (Strike out if no bond transmitted.)

Advise Chief of Construction, Denver, Colorado, and ~~Project~~

~~Manager~~ District Counsel at **El Paso, Texas.**

and _____ at _____
of the approval of the above.

Encls. Orig. recorded deed.
Certificate.
Blue print.

(sd) **L. M. Lawson**
(Signature.)

(Copy of deed not furnished for Chief of Construction as letter dated Aug. 29, 1917, from District Counsel Offatt, Denver, to ~~THIS~~ office of D.C. states that copies of donation deeds are not desired by the Denver Office.)

(The blanks below to be filled in the Washington Office.)

Approved by

Date of approval

Bond, if any, approved by same officer on same date.

checked as to Engr. data.
F. M. H.

El Paso, Texas, June 20, 1917.

The County Clerk,
Las Cruces,
New Mexico.

Dear Sir:

Herewith is transmitted for recording and return to this office, quit claim deed dated June 20, 1917, of Battelle White and wife to the United States, conveying land to be used for right of way Mesilla Valley East River Drain.

Very truly yours,

Asst. District Counsel.

JJD

El Paso, Texas, June 19, 1917.

Mr. Batella White,

El Paso, Texas.

Dear Sir:-

Regarding your recent conversation with our Mr. Flock of whom you requested that the Reclamation Service connect fences across the drainage canal near Berino, beg to state that your request be complied with.

The fences will be connected as soon as possible after the canal is excavated across the line and care exercised to prevent the stock escaping from pasture while fences are down.

I will further state that a bridge will be built on or near the south line of your property.

Trusting that this is satisfactory, I am,

Yours very truly,

U. S. RECLAMATION SERVICE.

Project Manager.

CERTIFICATE.

I, D. G. Tyree, Asst. District Counsel, U. S. Reclamation Service, hereby certify that I have personally examined the official records in and for the County of Dona Ana and State of New Mexico, and that said records indicate as follows:

That Battelle White and Madge H. White, his wife, are the apparent and reputed owners of the 8.29 acres of land in the ^SNW $\frac{1}{4}$ NE $\frac{1}{4}$ and E $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 4, T. 26 S. R. 3 E., N. M. P. M., conveyed to the United States by quitclaim deed dated June 20, 1917;

That there are no existing mortgages, liens or other incumbrances on the land above-described;

and I further certify that the said Battelle White and Madge H. White, his wife, are in sole and exclusive possession of the property described in the aforesaid deed, claiming to be the owners and no person claiming a right in such property adverse to the grantors is in possession of any part of it.

(sd) D. G. Tyree

El Paso, Texas, September 7, 1917.

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

WASHINGTON, D. C.

September -5, 1917.

From Acting Director and Chief Counsel

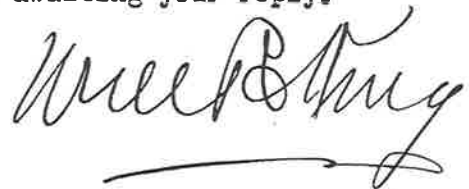
To Project Manager, El Paso, Texas.

Subject: Contract Aug. 10, 1917--A. F. Carpenter. Purchase of improvements on right of way donated to the U. S. for East River Drain--Rio Grande Project.

1. By reference from the Chief of Construction, receipt is acknowledged of your form letter of August 18, 1917, transmitting the above mentioned contract for approval.

2. Before the contract can be approved it will be necessary that the quitclaim deed executed by Battelle White and wife, conveying the land to the United States on which the improvements of the contractor are located, be forwarded to this office for acceptance.

3. The agreement will be held here awaiting your reply.



El Paso, Texas, September 11, 1917.

From Asst. District Counsel D. G. Tyree

To Chief Counsel, Washington, D. C.

Subject: Contract dated August 10, 1917, with A. F. Carpenter for purchase of improvements on right of way donated to U. S. for East River Drain-Rio Grande Project-New Mexico-Texas.

1. Your letter of September 5, 1917, re above subject, has been referred to this office for attention.

2. In reply thereto, you are advised that quitclaim deed executed by Battelle White and wife, conveying the land to the United States on which the improvements of the contractor are located, was forwarded to Washington from this office on September 8, 1917.

(sd) D. G. Tyree

Cc Asst. Chief Counsel, Denver.

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

Elle Grande

PROJECT

New Mexico-Las Vegas

THIS AGREEMENT, Made August 10,

 nineteen hundred and 1917, in pursuance of the act of June 17,
1902 (32 Stat., 388), between THE UNITED STATES OF AMERICA, by

J. M. KENNEDY

Project Manager,
United States Reclamation Service, thereunto duly authorized and subject to the approval of the
proper supervisory officer, and A. F. CARPENTER of Anthony, New Mexico.

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

WITNESSETH, The parties covenant and agree that:

ARTICLE I. The Contractor will

 , Under date of June 20, 1917, a quit-claim deed was
executed by Mattelle White and Hedger E. White, his wife, releasing
and quit-claiming to the United States of America a certain tract
of land for right of way East River Drain, Elle Grande Project; said
tract of land being described as follows:

A tract of land situated in the Northwest quarter of the
Northwest quarter (36.25) and the East half of the Northwest
quarter (36.25) of Section four (4), Township twenty-six (26)
North, Range three (3) East, S. 2. E. 3. N., said tract being a strip
of land one hundred twenty (120) feet wide lying sixty (60) feet
on each side of the center line of the McAllister Valley East
River Drain being parallel and adjacent to the East right of
way line of the Camino Real, said center line being described
as follows: Beginning at station 422 plus 76.8, a point on
the property line between property of Vendor and property of
Berning Braun, said property line having a bearing of South
89° 25' East from which point the Southeast corner of the
tract herein described bears South 89° 25' East, a distance
of sixty-eight and five-tenths (68.5) feet and from said South-
east corner the North quarter corner of said Section four (4)
bears North 10° 36' East a distance of two thousand six
hundred seventy-five and seven-tenths (2675.7) feet; running
thence North 25° 15' East a distance of three thousand nine
(3900) feet to station 421 plus 27.2, a point in the center

of the road shown, the property of land and property of George Smith, said road herein a bearing of South 89° 30' East, from which point the principal corner of the tract herein bears 89° 30' East, a distance of sixty-eight and two-thirds (68.2) feet and from said Northwest corner the Northwest corner of said section four (4) bears South 89° 30' East a distance of one thousand five hundred fifty-seven and six-tenths (1557.6) feet, said tract containing eight and twenty-nine one-hundredths (8.29) acres or less: and

Whereas, the United States is constructing a drainage system in connection with the Rio Grande Project and desires immediate possession of the above described tract of land: and

Now, therefore, the Contractor purchases a leasehold in and to the said aforementioned tract of land and is the owner of the same pending thereon:

Now, in full consideration of the sum of fifty-seven dollars (\$57.00) to the Contractor in hand paid by the United States, the receipt whereof is hereby acknowledged, the Contractor hereby waives and releases the United States from any and all claims of whatever nature by reason of the claims the Contractor has obtained or may hereafter obtain as a result of the operations of the reclamation service as aforesaid; and it is further understood and agreed that the United States, its agents, officers and employees shall at all times have the right to go upon said above described land for the purpose of surveying, constructing, repairing, operating and maintaining said drainage system or any portion thereof, or any structures appurtenant thereto, and any damages to crops or other improvements thereon belonging to the Contractor that may result in consequence of such entry are hereby waived by the Contractor as hereinbefore provided.

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.

~~It is further stipulated and agreed that in consideration of the faithful performance of this contract, the contractor shall be paid:~~

ARTICLE ~~2~~ ³. 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~~ ⁴. 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~~ ⁵. 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. LARSON,

~~Project Manager~~, U. S. R. S.

A. F. CARPENTER

Contractor.

P. O. address Anthony, N.M.

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.

6-4582

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: " _____ by _____" (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.

A. F. Carpenter has lease on
property and is to be paid
\$53.00 damages sustained on
a/c of destroying crops.

Address Doña Ana Co
Anthony New Mex

Wm. J. ...
...
...

...

CERTIFICATE.

THIS IS TO CERTIFY that by quit claim deed dated June 20, 1917, Batelle White and wife donated to the United States, a certain tract of land situated in the SW $\frac{1}{4}$ and E $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 4, Township 26 South, Range 3 East, containing 8.29 acres, for right of way Mesially Valley East River Drain:

That said quit claim deed was accepted and filed in the Director's office September 15, 1917;

That A. F. CARPENTER, as lessee of said Batelle White was an occupant of the land above described and owner of the crops thereon, and that the voucher herewith for \$53 is in accordance with agreement made August 10, 1917, and approved September 14, 1917, by the United States with the said A. F. Carpenter to pay him for damage to growing crops on said right of way crossing his leasehold on said tract of land; And

That the payment to A. F. Carpenter meets the approval of said Batelle White, donor of the land in question.

El Paso, Texas,
Dec.3, 1917.

Asst. District Counsel.

CERTIFICATE To accompany contract of August 10, 1917,
with A. F. CARPENTER, in connection with the purchase
of rights and property located on land required for
right of way for the East River Drain, Rio Grande
Project.

I HEREBY CERTIFY That paragraph regarding
removal of liens has been omitted from the contract in
question for the reason that the rights and property,
consisting of crops growing on the strip of land de-
sired for right of way purposes, comprise but a small
portion of the entire crops owned by the said A. F.
Carpenter, and it is believed that the remaining crops
separate and apart from the crops growing on this strip
of land included within the canal right of way would be
sufficient to satisfy any mortgage or other lien that
might be on the entire crop.

I further certify that the said A. F. Carpenter
is in sole and exclusive possession of the growing crops
on the tract of land described in aforementioned contract,
claiming to be the owner and no person claiming a right
in such property adverse to the said A. F. Carpenter, is
in possession of any part of it; and that such ownership
of and leasehold interest in and to the crops growing
upon the tract of land described in said aforementioned
contract on the part of the said A. F. Carpenter has

been admitted by Battelle White and Dodge H. White,
his wife, the record owners of the land on which the
aforesaid growing crops are located.

Asst. District Counsel.

El Paso, Texas.
August 18, 1917.

CERTIFICATE

I HEREBY CERTIFY That the rights and property described in attached agreement dated August 10, 1917, with A. F. CARPENTER, are necessary for purposes authorized by the Reclamation Act, viz: for right of way 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.

L. M. LAWSON

Project Manager

El Paso, Texas,
August 18, 1917.

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

TRAMWAY BUILDING

DENVER, COLORADO December 1, 1917.

OFFICE OF CHIEF COUNSEL
DENVER DIVISION

FROM District Counsel in Charge,
TO District Counsel, El Paso, Texas.
SUBJECT: Contract dated August 10, 1917 with A. F. Carpenter
for the purchase of rights and property located on
right of way, East River Drain - Rio Grande Project.

1. Letter of the Assistant District Counsel dated
November 27, 1917 addressed to the Chief of Construction,
has been referred to this office for reply.

2. The above mentioned contract was approved by A. P.
Davis, Director and Chief Engineer, on September 14, 1917, as
shown by form letter of transmittal.

3. With reference to the letter of November 27, 1917
your attention is called to par. 2, page 227 of the Manual:

"Correspondence.--Correspondence by the District
Counsel with the Washington office shall be directed
to the Chief Counsel and such correspondence with the
Denver office shall be directed to the Assistant Chief
Counsel or to the District Counsel in Charge."

- - - - -
E. E. Reddie

El Paso, Texas, Nov.27, 1917.

From Asst.District Counsel, A. B. Preuss,
To Chief of Construction, Denver.
Subject: Contract dated August 10, 1917, with A. F. Carpenter
for purchase of rights and property located on right
of way for East River Drain, donated by Batelle White.

1. Reference is made to letter of Acting Director and Chief Counsel of September 5, 1917, in which it was stated that contract above described was held awaiting receipt of donation deed from Batelle White.

2. It appears from copy of form letter of transmittal, returned to this office, that said donation deed was accepted and filed at Washington September 15, 1917.

3. It is therefore requested that this office be informed whether contract with A. F. Carpenter has been approved in order that payment may be made to him at an early date.

- - - -

El Paso, Texas, Aug. 11, 1917.

Mr. A. F. Carpenter,
Anthony,
New Mexico.

Dear Sir:

Herewith is inclosed for signature and return to this office, contract for damages to your crops on right of way, East River Drain, across land owned by Battelle White and in which you have a leasehold interest.

If you are married, your wife should join you in signing the contract.

Very truly yours,

Asst. District Counsel.