

CHICHELY, J. F. AND O. A.

WARRANTY DEED

065 FRANKLIN DRAIN

SE-25-16

0023-0082-0033-00
16-(33) TEXAS

Dec 6 1918
Book 327 Page 505

780

THE STATE OF TEXAS, }

COUNTY OF EL PASO. }

Public

BEFORE ME, F. E. Hunter, a Notary

in and for El Paso, County, Texas, on this day personally appeared

O. A. Critchett personally and as attorney in fact for J. F. Critchett, who is

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, in his individual capacity and as attorney in fact for J. F. Critchett.

Given under my hand and seal of office this 5th day of December A. D. 1918 (SEAL)

F. E. Hunter,

Notary Public, El Paso County, Texas.

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. 1918

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 5

day of December, A. D. 1918 with its certificate of authentication, was filed for record in my

office on the 6 day of Dec A. D. 1918, at 8:25 o'clock A. M. and duly recorded

the 7 day of Dec A. D. 1918 at 4:00 o'clock P. M. in the records of

said County, in Volume 327 on pages 505

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

W D GREET

Clerk, County Court.

By Deputy.

TO

WARRANTY DEED

Single and Wife's Separate Acknowledgment

Filed for record 1918

at o'clock M.

Clerk, County Court, El Paso County, Tex.

By Deputy.

ELLIS BROS. PRINTING CO., EL PASO

Book 327 PAGE 505 *ordys*
7-12-86

THE STATE OF TEXAS, }
COUNTY OF EL PASO. }

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, J. F. Critchett and O. A. Critchett,

of the County of El Paso, State of Texas, in consideration of the sum of
Two hundred five & 60/100 (\$205.60) DOLLARS,

to us in hand paid by The United States of America, pursuant to the Act
of Congress dated June 17, 1902 (32 Stat. 388) - - - - -

the receipt of which is hereby acknowledged
has to Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said
The United States of America

of the County of San Elizario and El Paso of Texas, all that certain
tract or parcel of land, lying in the County of El Paso and State of Texas and more particularly described as
follows, to-wit: A tract of land situated approximately 1-1/2 miles northeast of
the town of San Elizario, Texas, in the southwest quarter of the south-
east quarter, and the southeast quarter of the southwest quarter of
Section thirty-three (33), Township thirty-two (32) South, Range seven
(7) East, United States Reclamation Service Survey, being more particu-
larly described as follows: Beginning at the southwest corner, a point
common to the properties of the grantors herein, G.N. Garcia, Tomas Garcia
and the San Elizario road, from which the southwest corner of said Section
thirty-three (33) bears south 50°50' west, one thousand nine hundred
thirty-four and one tenth (1934.1) feet; running thence north 38°15'
east, one hundred fifty-five and six tenths (155.6) feet along the pro-
perty line between grantors herein and G.N. Garcia; thence south 80°26'
east, one hundred eighty-three and two tenths (183.2) feet; thence north
89°05' east, one thousand eight hundred sixty-five and three tenths
(1865.3) feet; thence south 14°09' east, one hundred twenty-three and
three tenths (123.3) feet along the property line between grantors herein
and L.R. Thompson to the southeast corner of this tract, from which the
southeast corner of said section thirty-three (33) bears south 52°44'
east two thousand twenty and nine tenths (2020.9) feet; thence south 89°
57' west, two thousand one hundred seventy-two and three tenths (2172.3)
feet along the San Elizario road to the point of beginning. Said
tract of land containing five and fourteen hundredths (5.14) acres, more
or less; said tract of land not being homestead property.

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and ap-
purtenances thereto in anywise belonging, unto the said

The United States of America, its

heirs and assigns forever; and we do hereby bind ourselves, our heirs, executors and adminis-
trators, to Warrant and forever Defend, all and singular, the said premises unto the said

The United States of America, its

heirs and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

WITNESS our hand at El Paso, Tex, this 5th
December, A. D. 1918.

Witnesses at Request of Grantor

O. A. Critchett
J. F. Critchett
By O. A. Critchett, his
attorney in fact,

Correct as to Engineering Data

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 not planted to crop. No buildings.

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 irrigable under Rio Grande project water right.

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

\$85 to \$100 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.

Drain will be of benefit to community generally.

The above is a correct statement of the information procured.

Dated **October 10, 1918** 191

(Signature) **GEO W HOADLEY**

(Title) **Field Assistant.**

In Charge of Negotiations.

Approved: **L M LAWSON**

Project Manager.

REPORT ON LAND AGREEMENT

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

INFORMATION relating to agreement made **the 10th day of October, 1918**, with

for the purchase of land required for **Franklin Drain**
purposes, **Rio Grande** Project, **El Paso**
County, **Texas.**

1. State description and approximate area of land to be conveyed.
**5.14 acres in SW $\frac{1}{4}$ of SE $\frac{1}{4}$ and SE $\frac{1}{4}$ of SW $\frac{1}{4}$ sec. 33, T. 32 S., R. 7 E.
Reclamation Service survey.**

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.

Texas lands - no U. S. Public lands in this State.

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.

**O. A. Critchett, El Paso Texas. J. F. Critchett, Los Angeles,
Cal.**
Joint holding, not homestead property as to either party.

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 - no lessee.

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

**Land is subject to right of way by virtue of stock-subscription
contract between owners and water users' association.**

The Vendor expressly warrants that he has employed no third person to solicit or obtain this contract in his behalf, or to cause or procure the same to be obtained upon compensation in any contingent, in whole or in part, upon such procurement, and that he has 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 him hereunder; and that he has not, in estimating the contract price demanded by him, included any sum by reason of any such brokerage, commission, or percentage; and that all moneys payable to him hereunder are free from obligation to any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees 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.

THIS AGREEMENT, made the 10th day of October,

nineteen hundred and eighteen, between J. F. Critchett and O. A.

xxx Critchett, of Los Angeles, Cal., and
and xxx El Paso, Texas, and

xxxx
County, for them ves t heir 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 El Paso State of Texas, to wit:

A tract of land situated approximately 1-1/4 miles northeast of the town of San Elizario, Texas, in the southwest quarter of the southeast quarter, and the southeast quarter of the southwest quarter of Section thirty-three(33), Township thirty-two(32) south, range seven(7) east of the United States Reclamation Service Survey, being more particularly described as follows: Beginning at the southwest corner, a point common to the properties of the grantor herein, G. N. Garcia, Tomas Garcia, and the San Elizario road, from which the southwest corner of said section thirty-three bears south 50°50' west, 1934.1 feet; running thence north 38°15' east, 155.6 feet along the property line between grantor herein and G. N. Garcia; thence south 80°26' east, 183.2 feet; thence north 89°05' east, 1865.3 feet; thence south 14°09' east, 123.3 feet along the property line between grantor herein and L. R. Thompson to the southeast corner of this tract, from which the southeast corner of said section thirty-three bears south 52°44' east, 2020.9 feet; thence south 89°57' west, 2172.3 feet along the San Elizario road to the point of beginning. Said tract containing 5.14 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 Two hundred five 60/100 (\$205.60)

.....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 October 10, 1918

.....notwithstanding earlier delivery of the deed as October 10, 1918, herein provided, and may harvest and retain the crops thereon until October 10, 1918,; 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).

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. The information requested in General Order 124 of March 23, 1916, and Amendment 1 thereof dated August 11, 1916, should be written in the space below, and any other special matter or information relative to the contract, should also be written in the space below, but if too long to write on this form, it should be set out in a statement or certificate accompanying the contract.

4. When reference is made to previous correspondence, the dates thereof should be given.

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

Please note the following requirements in this contract:

The preamble fails to state whether or not the parties are husband and wife, married, single, widow or widower; nor does paragraph 3 of report on land agreement disclose their identity. In view of the fact that paragraph 3 of report on land agreement states that this is not homestead property it is believed this requirement may be waived.

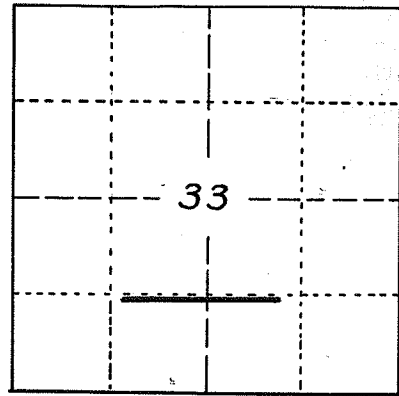
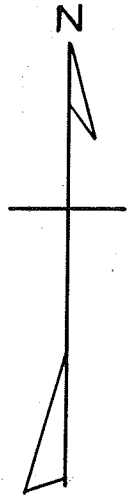
The acknowledgement does not appear to be in proper form. It should not state that J. F. Critchett personally appeared before a Notary Public. The personal acknowledgement of O.A. Critchett should be taken separately and he should then acknowledge the signature of J. F. Critchett by him as Attorney in Fact, in proper form, making two acknowledgements.

- - -

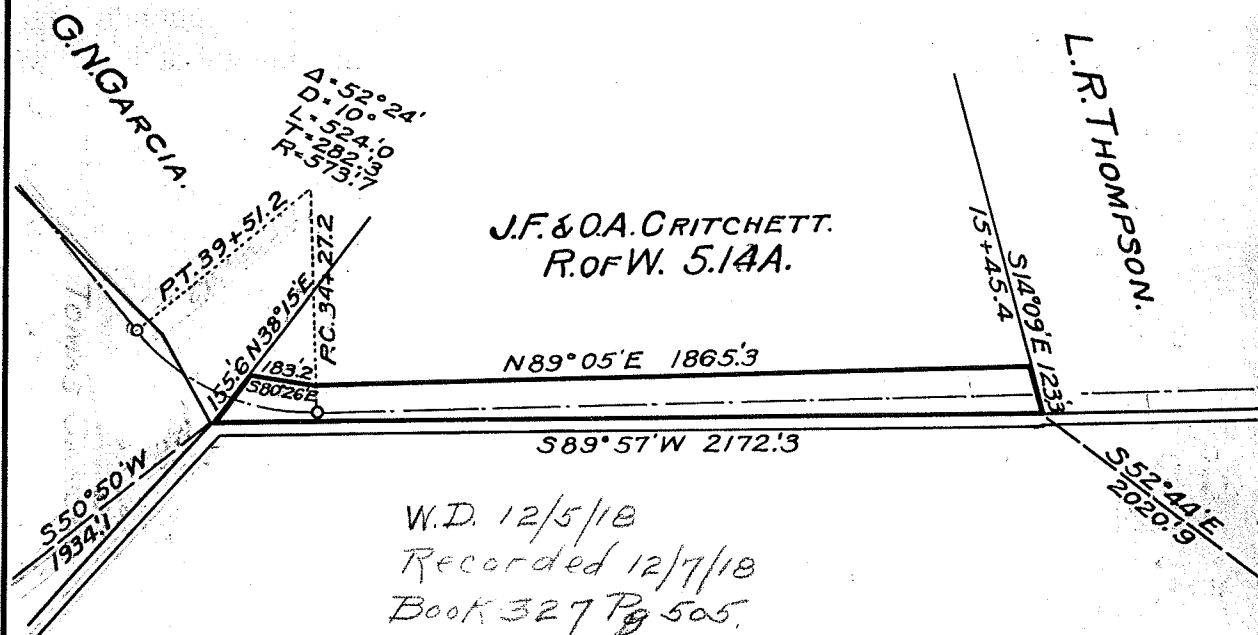
Inclosures:

.....copies of contract.

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



Location Plat.
SEC. 33, T32S, R7E.



J.F. & O.A. CRITCHETT.
R.O.F.W. 5.14A.

T32S R7E
T33S R7E

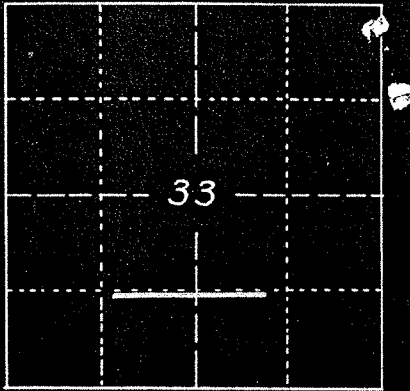
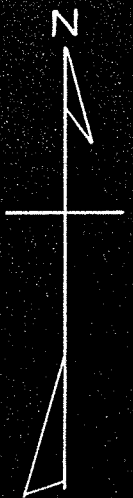
EAST 5280'

#1

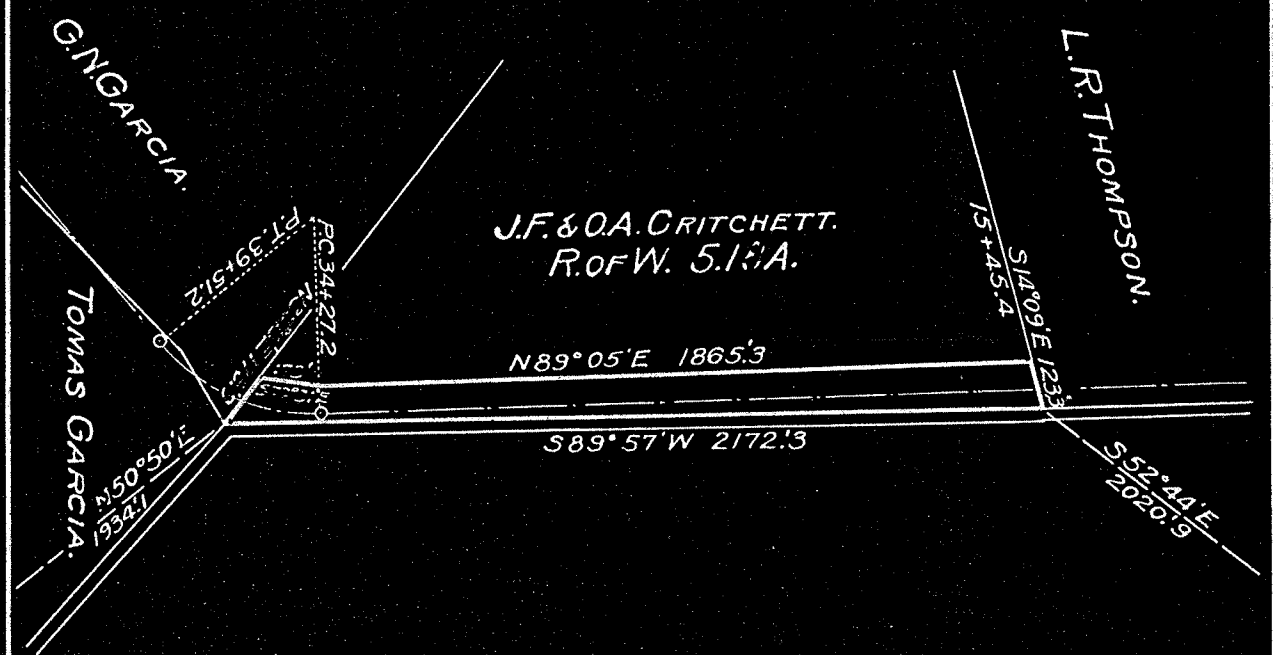
SCALE 1"=500'

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE
RIO GRANDE PROJECT, N.M. TEX.
EL PASO VALLEY DRAINAGE
FRANKLIN DRAIN.
RIGHT OF WAY

FIELD WORK F.C.S.
DRAWN C.E.L.
1253 L-53 EL PASO, SEP 18



Location Plat.
SEC. 33, T32S, R7E.



T32S R7E
T33S R7E

EAST 5280'

SCALE 1" = 500'

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE
RIO GRANDE PROJECT, N.M. TEX.
EL PASO VALLEY DRAINAGE
FRANKLIN DRAIN.
RIGHT OF WAY
FIELD WORK F.C.S.
DRAWN C.E.L.
1253 L-53 EL PASO, SEP 16

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

El Paso, Texas, October 21, 19 18

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

Subject: Forwarding contract for approval.

The contract described below is forwarded herewith.

Agreement dated October 20 1918 Rio Grande Project.

Executed by L. M. Lawson, Project Manager,

With J. F. Critchett and O. A. Critchett.

Estimated amount involved, \$ 205.60 (See Reverse, Par. 3.)

Purpose of agreement: Authority No. 63-64.

Purchase of right of way for Franklin 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.: Orig. & 3 copies contract,
Certificate of recommendation,
Rept. on Land Agreement,
2 blueprints.

L. M. LAWSON

(Signature.)

Denver, Colo., Nov. 1st 19 18.

It is recommended that the above-described contract be approved *
(See Statement on Reverse)

F. W. Weymouth.

Chief of Construction.

Inclosures:
Orig. & 2 copies of contract.
Orig. & 3 copies of form letters of transmittal.
Orig. letter from Asst. Dir. to Dir. dated 10/24/18 re Power of Attorney
Orig. Certificate of Recommendation and Agreement
Orig. 1 Blue Print

Washington, D. C., NOV 29 1918

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

t P.M.

Original enclosed for record
and further appropriate action

on NOV 29 1918

A. P. Davis,
Director & Chief Engineer.

NOV-518 88486

(Over.)

POSSESSORY CERTIFICATE

Rio Grande Project,
El Paso, Texas, Jan. 22, 1919.

I, Geo. W. Hoadley, Field Assistant, United States Reclamation Service, certify that I have personally examined the land sought to be acquired by the United States from O. A. Critchett, ^{and J. F. Britchett} in the SW $\frac{1}{4}$ of SE $\frac{1}{4}$ and SE $\frac{1}{4}$ of SW $\frac{1}{4}$ section 33, township 32 south, range 7 east, United States Reclamation Service survey, County of El Paso, State of Texas, for the Rio Grande project, and that the said proposed vendor was in actual, sole, and exclusive possession of the land, claiming to be the owner thereof and no person claiming a right in such land adverse to the vendor is in possession of any part of it.

Geo. W. Hoadley

Field Assistant.

AFFIDAVIT AS TO POSSESSION

STATE OF TEXAS :
 : ss.
COUNTY OF EL PASO:

I, O. A. Critchett, do solemnly swear that to my personal knowledge the land described in the contracted dated October 10,, 1918, made between myself and the United States of America, which land is located in SW $\frac{1}{4}$ of SE $\frac{1}{4}$ and SE $\frac{1}{4}$ of SW $\frac{1}{4}$ sec. 33, T. 32 S., R. 7 E., Reclamation Service survey,

_____.

El Paso County, Texas, has been and is now held in actual, exclusive, and continuous possession of myself and my predecessors in title for a period of fifteen years immediately preceding and including the date of said contract, and that no person has during any of this period held adverse possession of said described land.

O. A. Critchett.

Subscribed and sworn to before me at El Paso, Texas, this 23rd day of October, A.D., 19 .

/

Geo. W. Hoadley

Notary Public in and for El

My commission expires: Paso County, T e x a s.
June 1, 1919.

TAX CERTIFICATE:

I hereby certify that I have personally examined the records in the office of the Collector of Texas for El Paso County, Texas, and that according to said records all taxes which have been heretofore assessed against the land of J. F. and O. A. Critchett, located in SW $\frac{1}{4}$ of SE $\frac{1}{4}$ and SE $\frac{1}{4}$ of SW $\frac{1}{4}$ Sec. 33, T. 32 S., T. 7 E., U. S. Reclamation Service survey, El Paso County, Texas, more particularly described in attached agreement between the said J. F. and O. A. Critchett and the United States, dated October 10, 1918, have been fully paid to date.


District Counsel.

El Paso, Texas, January 22, 1919.

STATE OF TEXAS :
 : ss.
COUNTY OF EL PASO:

KNOW ALL MEN BY THESE PRESENTS, That I, J. F. Critchett of the County of El Paso and State of Texas, have this day constituted and appointed, and by these presents do constitute and appoint O. A. Critchett of El Paso in the County of El Paso and State of Texas, my true and lawful attorney for me and in my place and stead.

To sell all or any part of any real estate in which I am or may be interested in El Paso County, Texas, either in cash or partly in cash and partly on time.

To take notes in whole or in part therefor, and to execute all deeds, conveyances, releases, acquittances, or receipts of any kind or nature whatsoever concerning such sale.

To make any and all contracts necessary, or which he may deem advisable to carry out any contemplated sale and receive and receipt for any and all moneys received from such sale, hereby giving and granting to my said attorney full power and authority to do and perform any and all acts and things whatsoever requisite and necessary to be done in and about the premises as fully to all intents and purposes as I might or could do if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that my said attorney or his substitute shall lawfully do in the premises by virtue hereof.

IN WITNESS WHEREOF I have hereunto set my hand and seal at El Paso, Texas, this 30th day of December, A.D., 1915.

J. F. Critchett.

STATE OF TEXAS :
COUNTY OF EL PASO:

Before me, R. B. Redic, a Notary Public in and for El Paso County, Texas, on this day personally appeared J. F. Critchett 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 30th day of December, A.D., 1915.

R. B. Redic.
Notary Public.

(SEAL)

Filed for record October 25, 1918, at 2 P.M., and recorded Nov. 1, 1918, in Book 328, pages 4 and 5, Power of Attorney Records, El Paso County, Texas.

I HEREBY CERTIFY That the above and foregoing is
a true copy of Power of Attorney from J. F. Critchett to
O. A. Critchett, as the same appears of record in El Paso
County, Texas, as above noted.

P.W.DENT

District Counsel.

El Paso, Texas,
January 22, 1919.

CERTIFICATE.

I HEREBY CERTIFY That the land described in the agreement dated October 10, 1918, with J. F. Critchett and O. A. Critchett, is required for purposes authorized by the Act of June 17, 1902 (32 Stat. 388), namely, as right of way for the Franklin drain, a part of the Rio Grande project; that the consideration to be paid thereunder, \$205.60, is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

L M LAWSON

Project Manager.

El Paso, Texas,

October 10, 1918.

El Paso, Texas, October 24, 1918.

Mr. O. A. Critchett,
1515 Montana Avenue,
El Paso, Texas.

Dear Sir:

With reference to the contract which you recently signed for transfer of right of way for the Franklin canal, we have to advise that the power of attorney for you to sign for J. P. Critchett does not appear to be recorded. This power will have to be in due form and recorded before we can accept this signature on the warranty deed that must pass after the contract is approved. Unless there is other reason for your wanting to place the power on record, it might be more economical to send the deed over to Los Angeles for the personal signature of J. A. Critchett. This would, of course, be good, especially if the power was not on the public records.

Kindly advise us of the action you wish to take in this matter, and this will facilitate the completion of the transaction when the contract is returned from Washington approved.

Very truly yours,

C F HARVEY

Assistant District Counsel.

*State street
address, etc*

*Critchett advised
Oct 28 that he
was putting
an record form.*

CH

El Paso, Texas, October 24, 1918.

From Assistant District Counsel

To Chief Counsel, Washington.

Subject: Contract with J. F. Critchett and O. A. Critchett,
dated October 10, 1918 - Rio Grande project.

1. In reference to the above contract, which, with related papers, is transmitted herewith for approval, you are advised that, as to the signature of J. F. Critchett by O. A. Critchett, Attorney in Fact, there does not appear to be any recorded power for this transaction. This office will either see that the records are clear before warranty deed passes, or else send the deed to Los Angeles for the personal signature of J. F. Critchett. Upon the statement of Mr. George W. Hoadley, Field Assistant, we understand that the power has been duly executed and is now held by O. A. Critchett.

C F HARVEY

incls. as noted on form
letter of transmittal.

PWD:T

El Paso, Texas,

Jan. 24, 1919.

Mr. O. A. Critchett,
1515 Montana St.,
El Paso, Texas.

Dear Sir:

We are returning herewith your abstract of title
No. 2212, which you loaned us in connection with purchase
of right of way for the Franklin Drain.

Yours very truly,

P.W.DENT.

District Counsel.

Enc 1.

CFH:T

El Paso, Texas.
Dec. 10, 1918.

Mr. O. A. Critchett,
1515 Montana Street,
El Paso, Texas.

Dear Sir:

As stated in our letter of the 3rd instant, we ordered title guaranty from the Stewart Title Guaranty Company, but they have asked that we submit an abstract of title of this land.

We suppose you have an abstract and are, of course, asking for only the loan of it. It will be returned to you as soon as the Stewart Title Guaranty Co. issue a guaranty. We will, in the meantime, let you hold receipt by the Reclamation Service for the abstract.

We trust you will be able to furnish an abstract and assure you that your accomodation will be a great help in closing the transaction and getting payment to you for the amount due you.

Yours very truly,

C.F.HARVEY

Asst. District Counsel.

CPH:T

El Paso, Texas,
Dec. 5, 1918.

County Clerk, El Paso County,

El Paso, Texas.

Dear Sir:

Transmitted herewith for official record is
warranty deed, dated December 5, 1918, running from
J. F. Critchett and O. A. Critchett to the United States
of America.

Yours very truly,

C. F. HARVEY

Assistant District Counsel.

Enc 1.

*Franklin Drain
Contract 10/10-8
with J.F. & O.A. Critchett*

CFH:T

El Paso, Texas,
Dec. 3, 1918.

Stewart Title Guaranty Co.,

El Paso, Texas.

Gentlemen:

Enclosed is blue print showing right of way over land owned by J. F. and O. A. Critchett about $1\frac{1}{4}$ miles Northeast of San Elizario. This land is situated on the Camino de la Rosa and between the property of L. R. Thompson and G. N. Garcia on the East and West. The consideration to be named in the deed, which we are today forwarding for execution and which will be put on record at once, is \$205.60.

Kindly supply title guaranty on this transfer.

Yours very truly,

C. F. HARVEY

Enc 1.

Assistant District Counsel.

CFH:T

El Paso, Texas,

Dec. 3, 1918.

County Clerk, El Paso County,

El Paso, T e x a s.

Dear Sir:

Transmitted herewith for official record is contract, dated October 10, 1918, running from J. F. Critchett and O. A. Critchett to the United States of America.

Yours very truly,

C. F. HARVEY

Enc 1.

Assistant District Counsel.

El Paso, Texas,
Dec. 3, 1918.

Mr. O. A. Critchett,
1515 Montana St.,
El Paso, Texas.

Dear Sir:

We have received approval of your contract, agreeing to convey right of way for the Franklin Drain.

Enclosed is warranty deed to be executed by yourself in your individual capacity and as attorney in fact for J. F. Critchett. You will, of course, after your own signature sign "J. F. Critchett, By O. A. Critchett, his Attorney in Fact." This deed must be executed and as soon as returned here we must get it on record in order that title guaranty may be delivered covering the transfer. It is our understanding that you wishes this title guaranty ordered and this is being done today. The cost of same, which will be \$10.00, will be deducted from the purchase price of the land.

The taxes on the land must be paid up to date before we can close this transaction and the matter of the taxes will, of course, be looked into. If your taxes are not paid, kindly advise whether you wish the Reclamation Service to pay them and make proper deduction therefor, or whether you will attend to this matter yourself. This would include 1918 taxes.

A 50¢ Revenue Stamp must be placed upon the deed and it is the custom of the grantor to supply this stamp.

Yours very truly,

C. F. HARVEY

Enc 1.

Assistant District Counsel.

CH

El Paso, Texas, October 24, 1918.

From Assistant District Counsel

To Chief Counsel, Washington.

Subject: Contract with J. F. Critchett and O. A. Critchett,
dated October 10, 1918 - Rio Grande project.

1. In reference to the above contract, which, with related papers, is transmitted herewith for approval, you are advised that, as to the signature of J. F. Critchett by O. A. Critchett, Attorney in Fact, there does not appear to be any recorded power for this transaction. This office will either see that the records are clear before warranty deed passes, or else send the deed to Los Angeles for the personal signature of J. F. Critchett. Upon the statement of Mr. George W. Hoadley, Field Assistant, we understand that the power has been duly executed and is now held by O. A. Critchett.

C F HARVEY

incls. as noted on form
letter of transmittal.