

780 AKERS, J. B., et. ux., Hope WARRANTY DEED FRANKLIN FEEDER CANAL

(1066)

0003-0082-0006-00

~~NEW SPONSOR~~
RIO GRANDE

1978

16-(6) Texas

780

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

El Paso, Texas, July 15, 1918

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 July 15 1918 El Paso, Texas Project.

Executed by L. E. Larson Project Manager

With J. B. Akers and wife

Estimated amount involved, \$ 236.00 (See Reverse, Par. 3.)

Authority 5-0-2.

Purpose of agreement: Purchase of right of way for Salitral canal.

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

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

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

Incls. Original & 3 copies contract.
Certificate of recommendation.
Rept. on Land Agreement.
2 blueprints.

L. E. LARSON

(Signature.)

Denver, Colo., July 25, 1918

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

F. E. Weymouth,

Inclosures:

Orig. & 2 copies of contract.
" 2 3 copies of form letters of transmittal.
" certificate of necessity;
" report on land agreement;
1 blue print

Chief of Construction.

Washington, D. C., JUL 31 1918

Contract (and bond, if any), was approved by Morris Egan, Acting Director

on JUL 31 1918

JUL 29 '18 84842

Original enclosed for record and further appropriate action

Morris Egan, Acting Director (over?)

THE STATE OF TEXAS, }
COUNTY OF EL PASO.

KNOW ALL MEN BY THESE PRESENTS:

That we, J. B. Akers and Hope Akers, husband and wife,

of the County of El Paso, State of Texas, in consideration of the sum of

Two Hundred Thirty-six and 0/100 (\$236.00)

DOLLARS,

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

the receipt of which is hereby acknowledged

has ~~we~~ Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said The United States of America,

~~XXXX~~ ~~XXXX~~ ~~XXXX~~, 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 in the northwest quarter of the northwest quarter of section 28 and north half of the northeast quarter of section 29, T. 32 S., R. 7 E., United States Reclamation Service survey, being also in the Socorro Grant and included in a tract of land bounded and described as follows: Beginning at a point on the toe of the north slope of the old Salitral canal and on the east boundary line of a road 34 feet north 62° 32' east from the center line for the Salitral canal of the Rio Grande project, being the southwest corner of a tract of land owned by the Grantor herein, from which point the northwest corner of said section 29 lies north 252.3 feet and west 3711.2 feet; thence with said road north 62° 32' east 51 feet; thence south 81° 24' east parallel with the center line for said Salitral canal 2077.9 feet to a point on the property line between land of the Grantor herein and M. Carrasco; thence with said line south 17° 35' east 85.4 feet; thence with the toe of slope of the old Salitral canal south 79° east 280 feet and south 84° 06' east 28 feet to the northwest corner of a tract of land owned by H. F. Holstein and being also a corner of the land of the Grantors, from which point the northwest corner of said section 29 lies north 677.2 feet and west 6139.4 feet; thence with the property line between the Grantor and H. F. Holstein south 7° 20' west 13 feet; thence north 81° 24' west 1524.2 feet to the property line between land of the Grantor and of Norman Hood; thence with said line north 28° 09' west 87.4 feet; thence with the toe of slope of the old Salitral canal north 81° 24' west 888.3 feet to the place of beginning; said tract of land herein described containing 3.55 acres, 1.19 acres of which is occupied by the old Salitral canal and is the property of the United States, and the remainder or 2.36 acres being the land which is hereby conveyed;

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

The United States of America and its

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

The United States of America and 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, Texas, this 15th day of

August A. D. 1918.

Witnesses at Request of Grantor

EUGENE SMITH

J B AKERS

HOPE AKERS

THE STATE OF TEXAS, }

COUNTY OF EL PASO.

BEFORE ME, Walter W Scott

Notary Public

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

J B Akers

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 16th day of August A. D. 1918

(SEAL)

WALTER W SCOTT
Notary Public

THE STATE OF TEXAS, }

COUNTY OF EL PASO.

BEFORE ME, Walter W Scott

Notary Public

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

Hope Akers

wife of J B Akers

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

Hope Akers

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 16th day of August A. D. 1918

(SEAL)

Walter W Scott
Notary Public

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 16 day of August, A. D. 1918 with its certificate of authentication, was filed for record in my office this 17 day of August A. D. 1918, at 8:16 o'clock A. M. and duly recorded the 19 day of August A. D. 1918 at 10:30 o'clock A. M. in the records of said County, in Volume 324 on pages 295

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

THIS AGREEMENT, made the 15th day of July,

nineteen hundred and eighteen, between J B Akers and

and Hope Akers, his wife, of El Paso

County, Texas, for them selves, their heirs, legal representa-
tives, 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 in the northwest quarter of the northwest quarter of section 28 and north half of the northeast quarter of section 29, T. 32 S, R. 7 E, United States Reclamation Service survey, being also in the Socorro Grant and included in a tract of land bounded and described as follows: Beginning at a point on the toe of the north slope of the old Salatral canal and on the east boundary line of a road 34 feet north 62°32' east from the center line for the Salatral canal of the Rio Grande project, being the southwest corner of a tract of land owned by the Grantor herein, from which point the northwest corner of said section 29 lies north 252.3 feet and west 3711.2 feet; thence with said road north 62°32' east 51 feet; thence south 81°24' east parallel with the center line for said Salatral canal 2077.9 feet to a point on the property line between land of the Grantor herein and M. Carrasco; thence with said line south 17°35' east 85.4 feet; thence with the toe of slope of the old Salatral canal south 79° east 280 feet and south 84°06' east 28 feet to the northwest corner of a tract of land owned by H. F. Holstein and being also a corner of the land of the Vendor, from which point the northwest corner of said section 29 lies north 677.2 feet and west 6139.4 feet; thence with the property line between the Vendor and ~~H. F. Holstein~~ H. F. Holstein south 7°20' west 13 feet; thence north 81°24' west 1524.2 feet to the property line between land of the Vendor and of Horman Hood; thence with said line north 28°09' west 87.4 feet; thence with the toe of slope of the old Salatral canal north 81°24' west 888.3 feet to the place of beginning; said tract of land herein described containing 3.55 acres, more or less, 1.19 acres of which is occupied by the old Salatral canal and is the property of the United States and the remainder or 2.36 acres being the land which is outside of the old canal lines and which is herein agreed to be conveyed.

Correct as to Engineering Data
JSL

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 Thirty-six and 0/100 (\$236.00)

.....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 July 15, 1918.....

.....notwithstanding earlier delivery of the deed as herein provided, and may harvest and retain the crops thereon until July 15, 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).

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

Witnesses :

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

J B AKERS

HOPE AKERS

Vendor.

L. M. Lawson,

For and on behalf of the United States.

STATE OF Texas }
COUNTY OF El Paso } ss :

I, GEO W HOADLEY, a Notary Public

in and for said county, in the State aforesaid, do hereby certify that J B Akers
and Hope Akers,
who ~~is~~ is personally known to me to be the person whose name ~~is~~ is subscribed
to the foregoing instrument, appeared before me this day in person and acknowledged that
the y

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

I further certify that I did examine the said Hope Akers

separate and apart from her husband, and explained to her the contents of the
foregoing instrument, and upon that examination she declared that she did
voluntarily sign, seal, and acknowledge the same without any coercion or compulsion, and do
not wish to retract the same.

Given under my hand and official seal, this 15th day of July, 1918

[SEAL.]

Geo W Hoadley
Notary Public.

My commission expires June 1st 1919

Approved 191.....

REPORT ON LAND AGREEMENT

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

Date

INFORMATION relating to agreement made

the 15th day of July 1918, with

J B Akers and wife

for the purchase of land required for

Salitral Canal

purposes,

Rio Grande

Project,

El Paso

County,

Texas.

1. State description and approximate area of land to be conveyed.
2.36 acres of land in 1/4 sec. 28 and 1/4 sec. 29, T 32 S, R 7 E, U.S.R.S. 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.

Land is in Texas.

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.

**J B Akers and Hope Akers, husband and wife,
Clint, Texas.**

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 leases.

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

Stock-subscription contract between landowners and water users' association gives United States necessary right of way.

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

All under cultivation, in alfalfa.

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

All irrigable by Rio Grande Project water rights.

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

\$150 to \$175 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.

Canal will be of general benefit.

The above is a correct statement of the information procured.

Dated **July 15, 1918**

191

(Signature) **Geo W ROADLEY**

(Title) **Field Assistant.**

In Charge of Negotiations.

Approved: **E N LAWSON**

Project Manager.

INSTRUCTIONS.

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

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

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

(b) Affidavit of disinterestedness.

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

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

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

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

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

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

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

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

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

CH

El Paso, Texas, August 16, 1918.

Stewart Title Guaranty Company,

El Paso, Texas.

Gentlemen:

Inclosed for your use in examining J. B. Akers title are three abstracts, Nos. 14743, 12284, and 12285. We will return these to Mr. Akers when you have finished with them.

Very truly yours,

C F HARVEY

Assistant District Counsel.

3 incls.

Akers called at office
11/7-18 for his abstracts.
Was referred to St. Guar. Co.
Mrs. Vogel called up same
date pm. and stated that
the abstracts had been
delivered to him personally
Harvey

GH

El Paso, Texas, August 16, 1918.

County Clerk for El Paso County,

El Paso, Texas.

Dear Sir:

Transmitted for official record is warranty bond dated August 16, 1918, running from J. B. Akers & wife to the United States of America.

Very truly yours,

G P HARVEY

Assistant District Counsel.

incl.

POSSESSORY CERTIFICATE.

El Paso, Texas, August 14, 1918.

I, J. B. Akers, certify that I am personally acquainted with recent possession of the land sought to be acquired by the United States from myself as grantor, lying in NW $\frac{1}{4}$ of NW $\frac{1}{4}$ sec. 28 and N $\frac{1}{2}$ of NE $\frac{1}{4}$ sec. 29, T. 32 S., R. 7 E., United States Reclamation Service survey, El Paso County, Texas, and thru my present possession completes a chain of possession extending over a period of more than ten years, that has been actual, sole, exclusive, and continuous, running from Eubank & Comstock to Mary E. Hood to myself, and no person claiming any rights adverse to myself is in possession of any part of said land.

J B AKERS

POSSESSORY CERTIFICATE.

El Paso, Texas, August 14, 1918.

I, J. W. Akers, ~~certify~~ ^{do solemnly swear} that I am personally acquainted with recent possession of the land sought to be acquired by the United States from myself as grantor, lying in 1/4 of SW 1/4 sec. 23 and 1/4 of SW 1/4 sec. 24, T. 32 S., R. 7 E., United States Reclamation Service survey, El Paso County, Texas, and that my present possession completes a chain of possession extending over a period of more than ten years, that has been open, sale, exclusive, and continuous, running from John A. Comstock, et al. to Mary A. Hood to myself, and no person claiming my rights adverse to myself is in possession of any part of said land.

J. W. AKERS

Subscribed and sworn to before me at El Paso, Texas, this 17th day of September, A. D. 1918. My commission expires June 1, 1919.

GEO W HOADLEY

(SEAL)

Notary Public, El Paso
County, Texas.

This is to certify that upon personal inquiry made at the office of the El Paso County tax collector on August 16, 1918, I was informed that all taxes due and payable on the above described land were paid.

C F HARVEY
ASST. District Counsel.

El Paso, Texas, August 13, 1918.

Stewart Title Guaranty Company,

El Paso, Texas.

Gentlemen:

Inclosed is blueprint showing land owned by J. B. Akers which is to be transferred to the United States. This land is in the Socorro Grant, and the adjoining owners are shown on the blueprint. We are to-day calling upon Mr. Akers to execute a warranty deed, which will be placed on record at once. Kindly supply title guaranty for this transfer.

Very truly yours,

C P HARVEY

Assistant District Counsel.

incl.

CH

El Paso, Texas, August 13, 1918.

Mr. J. B. Akers,
Clint, Texas.

Dear Sir:

Pursuant to your instructions given yesterday, we are ordering title guaranty for your property to be transferred to the United States, this to be paid for by deduction from the total amount due under your contract.

Inclosed is warranty deed running from yourself and wife to the United States, which please execute and return, in order that it may be put on record without delay. This must be accomplished before the title guaranty company can deliver their contract. A 50-cent internal revenue stamp must be affixed to this deed, which please do not overlook.

This office understands you will send in your tax receipts for our examination, and also, we believe, you would allow the title guaranty company the use of your abstract of title in passing upon this matter.

Inclosed is a certificate as to recent possession of your holding, which has been prepared in accordance with our understanding of the facts in the case, as given by yourself. Please sign and return this certificate if it is satisfactory.

Very truly yours,

incls.

C F HARVEY

Assistant District Counsel.

El Paso, Texas, August 8, 1918.

Mr. J. B. Akers,
Clint, Texas.

Dear Sir:

In answer to your communication of the 7th instant, you are advised that it is necessary for the Government to keep the abstract of title. It has to be filed in the Treasury Department with the related papers showing settlement for the land purchase. On this account you will probably prefer to order a title guaranty.

Very truly yours,

C P HARVEY

Assistant District Counsel.

El Paso, Texas, August 5, 1918.

County Clerk for El Paso County,

El Paso, Texas.

Dear Sir:

Transmitted herewith for official record are the following contracts.

Contract dated July 15, 1918, between J. C. Critchett and the United States. El Paso Valley mesa drain.

Contract dated July 15, 1918, between J. B. Akers and Hope Akers and the United States. Saintral canal.

Contract dated July 5, 1918, between Leopoldo Acosta and the United States. Ysla Internal, Schedule 1.

Contract between Andreas Martinez and the United States, dated July 17, 1918. San Eliscario wasteway.

Very truly yours,

P. F. DEEST, COUNCILMAN.

District Council.

4 incs.

El Paso, Texas, August 5, 1918.

Mr. J. B. Akers,
Clint, Texas.

Dear Sir:

You are informed that the contract dated July 15, 1918, in which you agreed to convey to the United States a certain right of way for the Salitral canal, has been approved.

In this contract you also agreed to furnish an abstract of title. However, this office has made arrangements with the Stewart Title Guaranty Company to accept their guaranty contracts instead of making our own examination of title. The charge for the guaranty would be about \$10, and it is thought that you would prefer to take advantage of this method than to pay for an expensive abstract. Kindly indicate your wishes and we will proceed with the transaction.

After the matter of title is disposed of you will be called upon to execute a warranty deed, and when the deed is recorded a check can be drawn in payment of the amount due you.

Your attention is called to the matter of taxes. All taxes must be paid up to date before the United States can accept the deed.

Please do not delay your answer to the above, as our further action depends upon your decision.

Very truly yours,

P W DENT CFH
District Counsel.

CERTIFICATE.

I HEREBY CERTIFY That the land described in the agreement dated July 15, 1918, with J. B. Akers is required for purposes authorized by the Act of June 17, 1902 (32 Stat. 388), namely, as right of way for the Salitral canal, a part of the Rio Grande project; that the consideration to be paid thereunder, \$236, is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

L. H. LAWSON

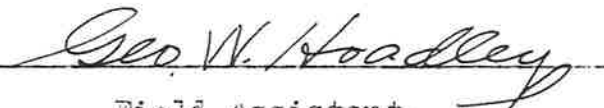
Project Manager.

El Paso, Texas,
July 15, 1918.

POSSESSORY CERTIFICATE.

Rio Grande Project,
El Paso, Texas, July 15, 1918.

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 J. B. Akers and wife, in NW $\frac{1}{4}$ of NW $\frac{1}{4}$ sec. 28 and N $\frac{1}{2}$ NE $\frac{1}{4}$ sec. 29, T 32 S, R 7 E, U.S.R.S. survey, El Paso County, 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.


Field Assistant.

Clint Texas
August 7 - 1918

P. W. Dent
El Paso Tex

Dear sir:

Yours of the 5th
received and contents noted.
I have an abstract of title
of this property brought down
to date. If all you want
is to examine this title and
return the abstract to me
I will come to town and
bring the abstract. but if
you want an abstract to
keep, I would prefer to pay
for the guaranty contract.

Yours Truly
J. B. Allen