

Only damages paid in
the amount of \$60.

770

GRIFFIN, F. E.

PURCHASE OF IMPROVEMENTS

(No land rights involved)

016

I-243 (ROGERS) LATERAL

0023-00

APRIL

1922

21-() Texas

78

Memorandum to accompany contract of April 8, 1922, with F. E. Griffin, for payment of compensation account damage to crop of cotton, Rio Grande project.

1. As shown by attached certificate, title to the land on which the crop of cotton in question was grown is vested in J. H. Rogers. In the construction of the Rogers Lateral it was necessary to take as right-of-way the land described in the attached contract, upon which F. E. Griffin had a lease the rental for which was payable in cash. Rogers, the owner of the land, therefore had no interest in the crop which was destroyed more than a year ago, Griffin being the sole owner of said crop.

2. Rogers, the owner of the land, refused to sign contract for right-of-way at a figure considered reasonable, and the lateral was constructed, right-of-way being taken under the provision of the stock subscription to the water users' association which grants right-of-way for ditches and canals.

3. Under the policy adopted and in force it was manifestly incumbent upon the Government to compensate Mr. Griffin for the crop of cotton thus destroyed. In such cases it is usually customary to have both the landowner and the lessee join in contracts of this character. In this case, however, Rogers refused to join in the contract, one of the usual provisions of which is confirmation of the grant of right-of-way in the stock subscription contract.

4. Payment is made only for actual damage to the crop of cotton destroyed, of which Griffin is the sole owner. For this reason it does not appear indispensable that Rogers join in the present contract, since the sole compensation is payable to Griffin. This transaction has been delayed for almost two years in an endeavor to have the landowner join in the contract, but without success, as stated.

El Paso, April 11, 1922.

P W Dent

Copy to P. M. El Paso.

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

----- RIO GRANDE PROJECT TEXAS - NEW MEXICO. -----

THIS AGREEMENT, made the 6th day of April, nineteen hundred
and twenty-two, in pursuance of the act of June 17, 1902 (32 Stat., 388), and
acts amendatory thereof ~~and~~ ^{or} supplementary thereto, between THE UNITED STATES OF AMERICA
hereinafter styled the United States, by L. M. Lawson, Project Manager,

United States Reclamation Service, thereunto duly authorized, ~~and subject to the approval of the proper
supervisory officer of the United States Reclamation Service, and~~ -----
F. B. Griffin,

hereinafter styled ~~Contractor,~~ ^{Vendor,} his heirs, executors, administrators, successors, and assigns.

WITNESSETH: The parties covenant and agree that—

~~2. The Contractor will~~

2. For and in consideration of the payments to be made by the United States, as hereinafter provided, and of the covenants herein contained, the Vendor does hereby sell, assign, transfer, and set over to the United States free and clear of any lien or incumbrance, all seedings and growing crops, including a crop of cotton, growing upon that certain piece or parcel of land situated in the County of El Paso, State of Texas, particularly described as follows, to wit:

A tract of land approximately one-half mile west of the town of Fabens, Texas, in the northeast quarter of the northwest quarter (NE¹/₄ NW¹/₄) and north half of the northeast quarter (N¹/₂ NE¹/₄) of section five (5) and the northwest quarter (NW¹/₄) of section four (4), all in township thirty-four (34) south, range eight (8) east, United States Reclamation Service survey, and being also in Survey number sixty-nine (69) of the Island San Eliscario Grant, and more particularly described as follows: Beginning at a point on the property line between J. J. Stahmann and the Vendor, from which point the southwest corner of the said section five (5) bears south twenty-seven (27) degrees eighteen (18) minutes thirty-six (36) seconds west five thousand seven hundred thirty-eight and eighty-five hundredths (5738.85) feet; thence along said property line north thirty-seven (37) degrees sixteen (16) minutes west seventy-six and ninety-eight hundredths (76.98) feet; thence

north eighty-five (85) degrees eight (8) minutes east one hundred fifteen and sixty-four hundredths (115.64) feet; thence to the right along a curve of six hundred two and ninety-six hundredths (602.96) feet radius a distance of two hundred seventy-five and seventy-two hundredths (275.72) feet; thence south sixty-eight (68) degrees forty (40) minutes east three thousand sixty-eight and five-tenths (3668.5) feet; thence to the right along a curve of six hundred two and ninety-six hundredths (602.96) feet radius a distance of two hundred twenty-one (221.0) feet; thence south forty-seven (47) degrees forty (40) minutes east one thousand eighty-three and twenty-five hundredths (1083.25) feet to a point on the property line between the said Survey number sixty-nine (69) and Survey number seventy-nine (79) of the said Island San Blasario Grant; thence along the said last mentioned property line south fifty-two (52) degrees forty-eight (48) minutes west sixty-six and one-tenth (66.1) feet to a point from which the southwest corner of the said section four (4) bears south twenty-five (25) degrees twenty-five (25) minutes thirty (30) seconds west three thousand four hundred ^{sixty} five and six-hundredths (3465.06) feet; thence north forty-seven (47) degrees forty (40) minutes west one thousand seventy-one and twenty-two hundredths (1071.22) feet; thence to the left along a curve of five hundred thirty-seven and ninety-six hundredths (537.96) feet radius a distance of one hundred ninety-seven and two-tenths (197.2) feet; thence north sixty-eight (68) degrees forty (40) minutes west three thousand sixty-eight and five-tenths (3668.5) feet; thence to the left along a curve of five hundred thirty-seven and ninety-six hundredths (537.96) feet radius a distance of two hundred forty-six and one-hundredth (246.01) feet; thence south eighty-five (85) degrees eight (8) minutes west seventy-four and thirty-nine hundredths (74.39) feet to the point of beginning; said tract of land containing seven and three-hundredths (7.03) acres, more or less; all curves herein mentioned being measured on the arc.

3. The Vendor, on behalf of himself, his heirs and assigns, releases, acquits, and discharges the United States and its assigns from any and all liability for damages or compensation arising from the entry upon said parcel of land and from the construction, operation, and maintenance thereof of works pertaining to the United States, so far as such liability may attach by reason of damage to the said crop of cotton thereon or to any and all other property of the Vendor upon said land.

4. In consideration whereof, the United States agrees to pay to the Vendor the sum of sixty dollars (\$60.00), upon Government voucher, by Treasury warrant, or disbursing officer's check, as full purchase price of said improvements and as full payment for all damages by reason of the matters and things stated herein.

5. The Vendor will furnish, before payment, satisfactory evidence that he is the owner of said improvements including said crop of cotton, and that at the time of entry upon the said land

by the United States, he was the owner of a leasehold thereof, and that the said improvements are free from any lien or incumbrance, and for this purpose will submit any abstract or title papers which he may have in his possession, for examination; but the United States will at its own expense and for its own use procure such abstract as may be necessary for the investigation of the title to said land and improvements, and may make and retain copies of the abstract and title papers submitted by the Vendor for examination.

6. The Vendor, upon request by the proper officials of the Reclamation Service, will procure and have recorded, where proper for record, all deeds or other assurances of title, and affidavits and other evidences of title which in the opinion of Counsel for the Reclamation Service are necessary to show good title, unincumbered, in the Vendor to the property purchased.

7. Liens or incumbrances against the property purchased may, at the option of the United States, be discharged at the time of payment, or a sufficient amount for this purpose be retained from the purchase price and the same discharged with the money so retained; but this provision shall not be construed to give precedence of any lien or incumbrance over this agreement, nor to an assumption of the same by the United States.

8. ^{Vendor} The ~~contractor~~ 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 way 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: *Provided, however,* It is understood that this covenant does not apply to the selling of goods through a bona fide commercial representative employed by the ~~contractor~~ in the regular course of his business in dealing with customers other than the Government and whose compensation is paid, in whole or in part, by commissions on sales made, nor to the selling of goods through established commercial or selling agents or agencies regularly engaged in selling such goods.

~~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.~~

~~For and in consideration of the faithful performance of this contract, the Contractor shall be paid~~

9. No interest in this agreement shall be transferred by the ^{Vendor} ~~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.

10. 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 State or Territories or municipalities having criminal jurisdiction.

11. 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).

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

THE UNITED STATES OF AMERICA,

By W. H. BROWN
Project Manager, U. S. R. S.

F. E. GRIFFIN
Vendor, ~~Contractor~~

* By _____

P. O. Address Paducah, Texas.

† Approved: _____

(Date) _____, 19____

* See pars. 6 and 7, Instructions, over.

† Approval of this contract is not required when executed by the Chief of Construction, except in cases covered by regulations on pages 201-203 of the Manual.

AFFIDAVIT OF DISINTERESTEDNESS

STATE OF _____ }
COUNTY OF _____ } ss:

I do solemnly swear (or affirm) that the copy of contract hereto annexed is an exact copy of a contract 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 to any other person or persons; and that the papers accompanying include all those relating to the said contract, as required by the statute in such case made and provided.

_____, U. S. R. S.

Subscribed and sworn to before me at _____

[OFFICIAL SEAL] this _____ day of _____, A. D. 19____ My commission expires _____

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

INSTRUCTIONS

1. Before having contract executed, field officials must see that instructions in paragraph 7, page 203 of Manual, have been fully complied with, and that all clauses such as patent, eight hour, and others applicable to the contract and required by the regulations are inserted therein.
2. Every contract for construction or repair of a public work is required by law to be supported by bond. (Pages 206-208, Manual.)
3. 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.
4. Erasures and interlineations or other irregularities must be explained over the signatures of the parties to this agreement. A general statement that "erasures and interlineations were made before execution" is not sufficient.
5. Only one copy of a contract should be executed, unless the Contractor requests an executed copy for his files, in which case the contract may be executed in duplicate.
6. 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 contract should be signed in the firm name by a member thereof, who should also affix his title of "Partner" or "Member of firm."
7. 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.
8. 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, with statement that it is still effective.
9. In the execution of this contract the names of the parties should be signed in ink in the usual manner and as written in the body of the instrument.

POSSESSORY CERTIFICATE

Rio Grande Project
El Paso, Texas, April 8, 1922.

I, Geo. W. Soudley, Assistant Engineer, United States Reclamation Service, certify that I have personally examined the land held under lease by W. E. Griffin and referred to in agreement with this party dated April 8, 1922, lying in the northeast quarter of the northwest quarter and north half of the northeast quarter of section 5 and the northwest quarter of section 4, township 34 south, range 8 east, United States Reclamation Service survey, El Paso County, Texas, and acquired by the United States for the Rio Grande project, and that the said Vendor was in actual, sole, and exclusive possession of the land, claiming to be the ^{owner} lessor thereof and of the improvements thereon at the time of the entry thereupon by the United States, and no person claiming a right in such land adverse to the Vendor was then in possession of any part of it.

Geo. W. Soudley

Assistant Engineer

Certificate as to Title.

I HEREBY CERTIFY, with reference to the following described land:

A tract of land containing 7.83 acres, more or less, in the northeast quarter of the northwest quarter and north half of the northeast quarter of sec. 5 and northwest quarter of sec. 4, T. 34 S., R. 8 E., United States Reclamation Service survey, El Paso County, Texas, and more particularly described in agreement with F. E. Griffin dated April 8, 1922.

That I have made personal examination of the tax and title records of El Paso County, and find that J. H. Rogers, the reputed owner, is the actual owner, and that there are no unpaid taxes, unperfected mortgages, or other liens outstanding against the said land; and upon further investigation of title I find that F. E. Griffin, the above mentioned vendor, was at the time of the entry upon the said lands by the United States a lessee thereon, and that no other person has a claim to the crop of cotton then on the land for which compensation is to be made under the said agreement.

El Paso, Texas,
April 8, 1922.

P. W. BENT

District Counsel.

CERTIFICATE.

I HEREBY CERTIFY That the land described in the agreement dated April 6, 1932, with F. E. Griffin, is required for purposes authorized by the Act of June 17, 1902 (32 Stat. 588), namely, the right of way for Rogers Lateral, a part of the Rio Grande project; that the consideration to be paid thereunder, \$50, is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

El Paso, Texas
April 8, 1932

L. M. LAYTON

Project Manager.

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

Rio Grande Project El Paso Texas April 8 1922
(Place) (Date)

Project Manager to District Counsel.

Subject: Forwarding for approval as to form, execution, and legal sufficiency contract dated April 8 1922

With F. E. Griffin

Estimated amount involved, \$60.00
Accompanied by bond and copies.
(Insert "Yes" or "No" bond) No bond.

Authority No. 58-6
or Clearing Acct.

Purpose: Payment for crop of cotton on land held by vendor under lease at time of entry upon the land by the United States.

Advise Project Manager at El Paso Texas
(Post-office address)

of approval as to form, execution, and legal sufficiency of the above, using extra copies hereof.

NOTE.—Before submitting contract see that the instructions on reverse hereof have been FULLY complied with.

Inclosures as follows:

- Orig. and 4 copies contract.
- Orig. and 2 copies certificate of recommendation.
- Orig. and 2 copies possessory certificate.
- Orig. and 2 copies f.l.t.
- 3 blueprints.

L M DAWSON
(Signature)

El Paso, Texas, April 8, 1922.
(Place) (Date)

The above-described contract and bond, if any, approved as to form, execution, and legal sufficiency by F. E. Griffin

on April 8, 1922

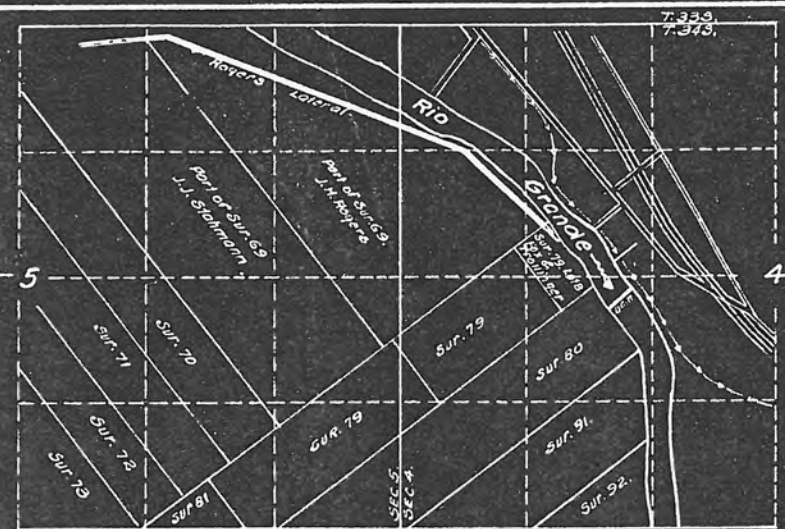
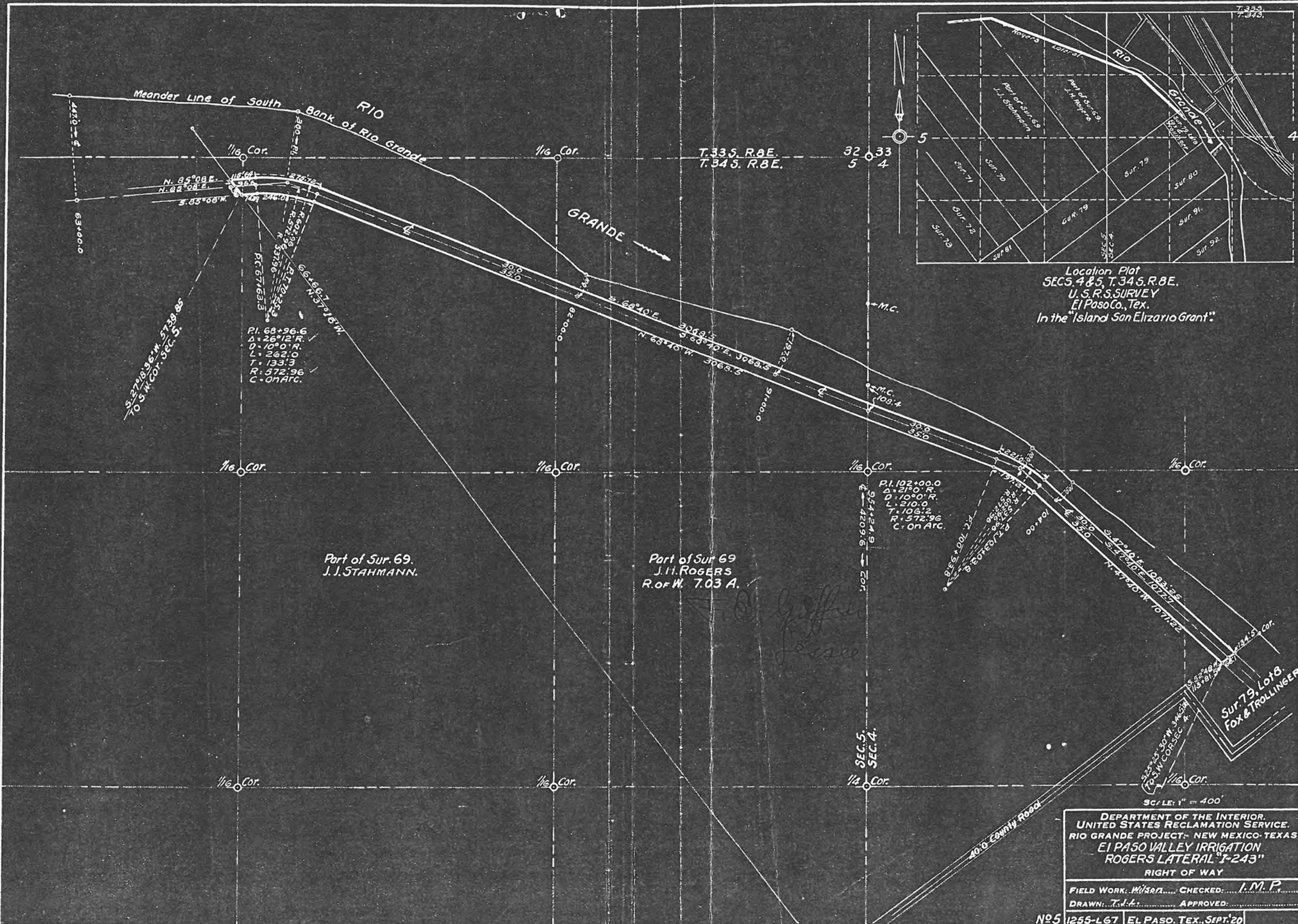
District Counsel,

Inclosures as follows returned to Project Manager:

6-6365

- Orig. and 3 copies contract.
- Orig. and 1 copy certificate of recommendation.
- Orig. and 1 copy possessory certificate.
- Orig. and 1 copy f.l.t.
- 2 blueprints.

7.333
7.343



Location Plat
SECS. 4 & 5, T. 34 S. R. 8 E.
U. S. R. S. SURVEY
El Paso Co., Tex.
In the "Island San Elizario Grant"

Part of Sur. 69.
J. I. STAHMANN.

Part of Sur. 69
J. H. ROGERS
R. OF W. 7.03 A.

SUR. 79, Lot 8.
FOX & TROLLINGER

9C/LE: 1" = 400'

DEPARTMENT OF THE INTERIOR.
UNITED STATES RECLAMATION SERVICE.
RIO GRANDE PROJECT- NEW MEXICO-TEXAS
EL PASO VALLEY IRRIGATION
ROGERS LATERAL "I-243"
RIGHT OF WAY

FIELD WORK: *W. J. A.* CHECKED: *J. M. P.*
DRAWN: *T. J. A.* APPROVED: _____

N95 1255-L67 EL PASO, TEX., SEPT. 20