

80 CARABAJAL, VICTORIANA B.

U.S.A. to build grantors to maintain  
3 ton farm bridge Station 888/00

2 QUITCLAIM DEED 131 MESA DRAIN

0053-0077-00042-00  
11-(42) TEXAS

70

DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

Rio Grande Project El Paso, Texas, November 6, 1919.

Project Manager to Chief of Construction, thru District Counsel,  
Subject: Forwarding for approval contract dated August 14, 1919.

With Victoriana B. Carabajal

Estimated amount involved, \$ 319.30

Authority No.

Accompanied by bond and 2 copies of Clearing Acc't.

(Insert "Yes" or "No" bond)

Purpose:

Settlements for improvements on 3.856 acres of land donated for  
mesa drain right of way by deed dated August 14, 1919.

Structure will cost \$250 (see appraisal report attached).

Advise Project Manager at El Paso, Texas,

District Counsel at El Paso, Texas,

(Post office and State)

(Post office and State)

and Chief of Construction, Denver, Colorado

of the approval of the above, using extra copy hereof.  
Inclosures listed on the reverse

NOTE: Before submitting contract see that the instructions on  
reverse hereof have been FULLY complied with. See also par. 16,  
Page 205, Vol. 1 of Manual.

L M LAWSON

(Signature)

Denver, Colo.

The above described contract and bond, if any, approved

by on  
Chief of Construction.

Denver, Colo. November 14, 1919

Acting Chief of Construction to Director:

It is recommended that the above described contract be

~~executed~~

approved and bond if any approved.

Inclosures:

Orig. & 3 copies of form letter

" " 2 " " contract

" certificate of necessity

" appraisal report

1 Blueprint, 900-L48

Copy of letter dated Nov. 14, 1919, from A.C. of C. to P.M.

(See statement on reverse)

CHAS. P. WILLIAMS

(Signature)

executed

Washington, D. C.

NOV 25 1919

Contract approved and bond, if any, approved by

on Nov 25 1919

Oliver H. Hinkle  
Acting Director

NOV 18 1919 4663

Δ 65°12' L.  
 D 22° 0' L.  
 T 167.5  
 L 296.4  
 R 262.04  
 100.0 Chords

J.A. BRADFORD

Note: Curve lengths based on 100' Chord lengths.

P.C. 901+49.4

N. 2°29'W. 58.7

N. 47°47'50"E. 3925.7  
To N.E. Cor. SEC. 25.

P.T. 900+90.7

P.I. N. 2°29'W.  
 1180.64' E.  
 132.73  
 406.2

30.0

30.0

30.0

30.0

30.0

30.0

30.0

30.0

30.0

30.0

30.0

30.0

30.0

30.0

30.0

30.0

30.0

30.0

30.0

30.0

30.0

30.0

30.0

30.0

30.0

30.0

30.0

30.0

30.0

30.0

30.0

30.0

30.0

30.0

30.0

30.0

30.0

30.0

30.0

30.0

30.0

30.0

30.0

30.0

30.0

30.0

30.0

30.0

30.0

30.0

30.0

30.0

30.0

30.0

30.0

30.0

30.0

30.0

30.0

30.0

30.0

30.0

30.0

30.0

30.0

30.0

30.0

30.0

30.0

30.0

30.0

30.0

30.0

30.0

30.0

30.0

30.0

30.0

30.0

30.0

30.0

30.0

30.0

30.0

30.0

30.0

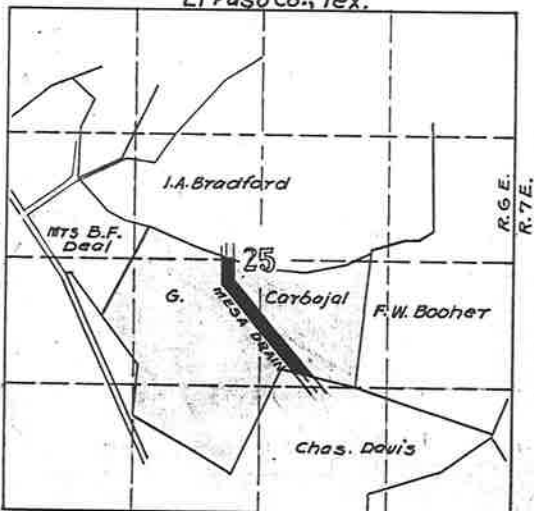
30.0

30.0

V.B. CARBAJAL  
 R. of W.  
 Mesa Drain 4.038 A.  
 Less area of R. of W.  
 of Juan Herrera Lat. "Br. B" 0.182 A.  
 To be conveyed 3.856 A.

Q.C.D. 8/14/19  
 Recorded BK328 Pg 610

Location Plat  
 SEC. 25, T. 31S., R. 6E.  
 U.S.R.S. SURVEY  
 El Paso Co., Tex.



CHAS. DAVIS

SCALE: 1"=200'

DEPARTMENT OF THE INTERIOR  
 UNITED STATES RECLAMATION SERVICE  
 N.MEXICO - RIO GRANDE PROJECT - TEXAS  
 EL PASO VALLEY DRAINAGE  
 MESA DRAIN  
 RIGHT OF WAY

DRAWN: LAWRENCE FIELD WORK: F.C.S.

CHECKED: APPROVED:

No 34 900-L48 EL PASO JAN. 1919

DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

Rio Grande Project El Paso, Texas, November 6, 1919.

Director and Chief Engineer (Place) (Date)

Project Manager to Chief of Construction, thru District Counsel.  
execution

Subject: Forwarding for approval contract dated acceptance  
donation deed dated August 14, 1919.  
with running from Victoriana B. Garabaja to United States.

Estimated amount involved, \$ 0  
Accompanied by bond and 2 copies  
(Insert "Yes" or "No" bond) No bond.

Authority No.  
or Clearing Acct.  
6-5

Purpose:

Donation of 3.666 acres of land for mesa drain right of way.

Advise Project Manager at El Paso, Texas,

District Counsel at El Paso, Texas, (Post office and State)

and Chief of Construction, Denver, (Post office and State)

executed

of the approval of the above, using extra copy hereof.  
Inclosures listed on the reverse

NOTE: Before submitting contract see that the instructions on  
reverse hereof have been FULLY complied with. See also par. 16,  
Page 205, Vol. 1 of Manual.

(Signature)

Denver, Colo.

The above described contract and bond, if any, approved

by

on

Chief of Construction.

Denver, Colo.

Chief of Construction to Director:

It is recommended that the above described contract be  
executed  
approved and bond if any approved.  
Inclosures:

(Signature)

executed Washington, D. C.

Contract approved and bond, if any, approved by

on

Acting Director

NOV 12 '19

4459

Director to P.M.: Insertions in lines 12 and 22 of description in deed returned  
herewith should be made and initialed by grantee and county record corrected  
or deed re-recorded before re-submitting same for acceptance.

**Inclosures:**

Original and **3** copies of form letter of transmittal.

Original and **3** copies of contract

**Certificate as to title.**

**Blueprint.**

**Remarks:**

**INSTRUCTIONS.**

1. This form is devised to render unnecessary the writing of various routine letters in reference to contracts. If the agreement submitted is not of the class for approval in Denver (see par. 3a-h, pp. 201-2, Vol. 1 of manual), the chief of construction will forward with his recommendation to Washington for appropriate action.

2. The office in which the contract originates will transmit *two (2) copies* of this form *in excess* of the number of offices to be advised of approval or execution. For example, in the usual case where the project manager and district counsel are to be advised, four (4) copies and one (1) original (5 in all) should be sent to the Denver office.

3. With every contract submitted, involving an expenditure, the authority number (Form 7-681) or clearing account to which charges under the contract will be made, must be given in the space provided on this form letter. (See par. 41, p. 213, Vol. 1 of manual.) The amount of probable expenditure or collection must also be shown (see par. 11, p. 204, Vol. 1 of manual). Any other special matter or information relative to the contract too long to write on this form should be set out in a statement or certificate and submitted with contract.

4. Reference should be made to previous correspondence of importance, especially if form of contract was approved in advance, *giving dates*, stating whether a telegram or letter, and from and to whom.

5. The office in which this contract originates should list all inclosures in the space above.

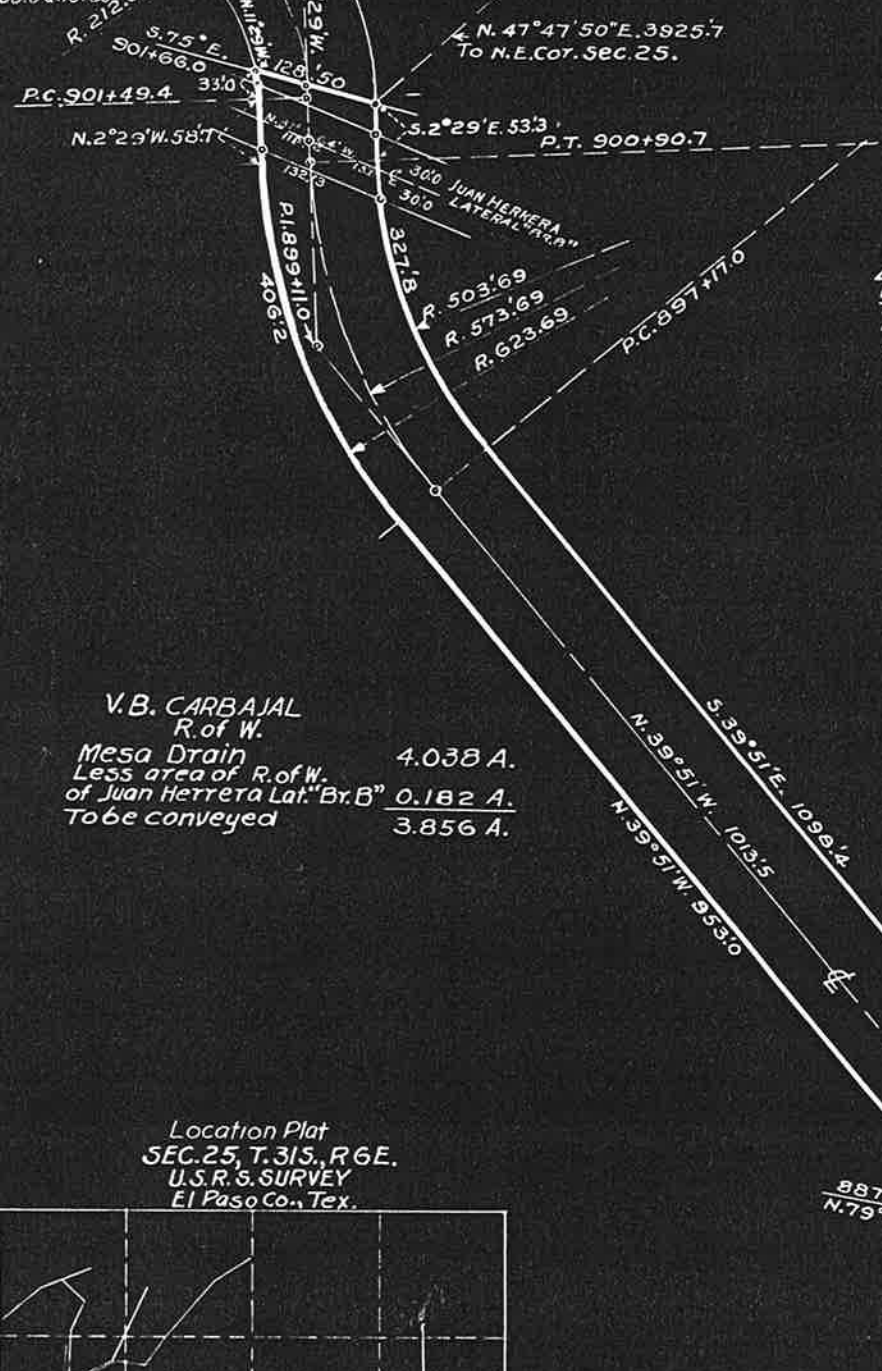
6. With this form appropriately modified quit claim or donation deeds (see par. 47, p. 265, Vol. I of Manual) shall be transmitted through the Denver Office to Washington for acceptance and filing, a copy of such deed with related papers being furnished for the files of the Denver office.

7. This form appropriately modified should be used to transmit informal earthwork contracts (Specifications Form 7-201) executed in project offices to the Denver office for acceptance with copy of contract and related papers to be forwarded to Washington office by the Chief of Construction.

Δ 65°12' L.  
D 22°0' L.  
T 167.5  
L 296.4  
R 262.04  
100.0 Chords

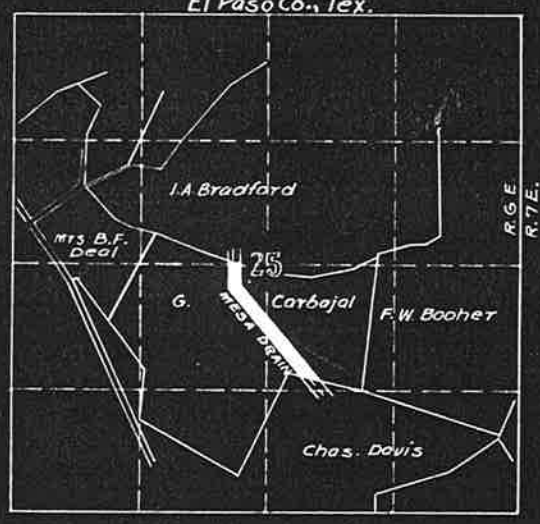
J.A. BRADFORD

Note: Curve lengths based on 100' Chord lengths.



V.B. CARBAJAL  
R.O.W.  
Mesa Drain  
Less area of R.O.W.  
of Juan Herrera Lat. Br. B  
To be conveyed 4.038 A.  
0.182 A.  
3.856 A.

Location Plat  
SEC. 25, T. 31S, R. 6E.  
U.S. S. SURVEY  
El Paso Co., Tex.



CHAS. DAVIS

SCALE: 1"=200'

DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE  
N.MEXICO - RIO GRANDE PROJECT - TEXAS  
EL PASO VALLEY DRAINAGE  
MESA DRAIN  
RIGHT OF WAY  
DRAWN: LAWRENCE FIELD WORK: F.C.S.  
CHECKED: APPROVED:  
N° 34 900-L48 EL PASO JAN. 1919



Assistant to the Director

JAN 26 1920

Chief of Construction, Denver, Colo.

Contract dated August 14, 1919, with Victoriana B. Carahajal, purchase of improvements for El Paso Valley Mesa Drain and Construction of bridge. Form of certificate of necessity -- Rio Grande project.

1. Your letter of Jan. 6, 1920, upon the above subject, with related correspondence, has been given careful consideration.

2. Paragraph 5 of your letter might be understood to mean that rights of way under the act of August 30, 1890, and rights of way secured by donation deed are in the same class. Such an understanding would be erroneous. In the case of rights of way to be secured by donation deed, we have no interest whatever in the land, while under the act of Aug. 30, 1890, we have. For lands not under that act the owner is entitled to demand payment for every element of damage which a court, in condemnation proceedings, would award him. This includes the value of the strip of land taken, the value of the improvements destroyed, and also all decrease in the value of his property as a whole resulting from the alienation and use by us of the right of way. In dealing with him, we must take account of this situation, realizing that he is entitled to payment for damages additional to those which we recognize in cases where the land is subject to the act of Aug. 30, 1890.

3. It is understood that on the Rio Grande project the practice of securing donation deeds in the first instance and afterwards making payment for improvements by separate contract, is based upon the difficulty of securing good title in case of payment for the land. However, it is illogical to have a free grant of the land and then in connection with the payment of damages to improvements to include any land values. Moreover, it involves a misrepresentation of facts. For the reason stated we are in accord with the views expressed in your paragraph 7.

4. It is realized that the Rio Grande project has some problems, peculiarly its own, but we are inclined to believe it is feasible, nevertheless, to follow on this project the same practice followed on all other projects, of making contract for the purchase of the land including compensation for improvements, with provision for a deed transferring title.

5. The contract and the deed might well be executed simultaneously. When in the judgment of the District Counsel it is advisable, the provisions for furnishing abstract of title at the expense of the vendor may be eliminated from the contract, appropriate statement to that effect by the District Counsel being included with the papers.

CC - D. C., El Paso, Tex. ✓  
P. M. " "

*Morris*

January 6, 1920.

Chief of Construction,

Director, Washington.

Contract dated August 14, 1919, with Victoriana B. Carabujal, purchase of improvements for El Paso Valley Mesa Drain and construction of bridge - Form of certificate of necessity - Rio Grande Project.

1. In connection with Project Manager's certificate indicating the basis of arriving at value of improvements, reference is made to:

Office letter of December 13, 1919, to Project Manager and instructions from the Director referred to in paragraph 2 (copies to Director and District Counsel, El Paso).

Letter dated December 15, 1919, from Project Manager to this office (copy to Director and District Counsel, El Paso).

Letter dated October 1, 1919, from Director to Chief of Construction, subject: "Quit claim from Charles Davis especially with reference to required use of Form 7-277 for building of structures as consideration in contract" (copies to Project Manager and District Counsel, El Paso).

2. Paragraph 2 of Director's letter of October 1, 1919, states:

"Agreement on Form 7-523 can be used for damage to improvements or for construction of structures or both when required as a part of the consideration for the donation of the right of way, as in the contract with Pat Dolan dated July 22, 1919, Rio Grande Project, which provides for purchase of the improvements on right of way donated to the United States, also for the construction at the expense of the United States of a farm bridge".

3. The certificate of the Project Manager attached to the Pat Dolan contract, which contract was approved by Morris Bion, Acting Director, September 26, 1919, states:



U  
El Paso, Texas, January 5, 1920.

From Project Manager

To Director and Chief Engineer, Washington.

Subject: Contract dated August 14, 1919, with Victoriana B. Carabajal, for purchase of improvements for El Paso Valley mesa drain and construction of bridge - Rio Grande project.

1. Receipt is acknowledged of letter of December 19 from Assistant to the Director.

2. Transmitted herewith is copy of my letter of November 17, 1919, to Chief of Construction.

L K LALSON

Copy to C. of C.

*Apodaca is  
also mesa drain*

El Paso, Texas, December 15, 1919.

From Project Manager

To Chief of Construction, Denver.

Subject: Contract dated August 14, 1919, with Victoriana B. Carabajal, for purchase of improvements for El Paso Valley mesa drain and construction of bridge - Rio Grande project.

1. Receipt is acknowledged of your letter of December 13.
2. We are somewhat at a loss to know just how to interpret the instructions therein referred to and take the liberty of making further inquiry.
3. The certificate accompanying the Concepcion Apodaca contract reads, in part as follows:  
  
". . . that the consideration to be paid thereunder, \$140.00 (the rate being at \$200.00 per acre, which rate was arrived at by reason of the fact that this is very valuable land in a highly desirable portion of the project, the drain making a large inroad upon a small ranch and running within 75 feet of the dwelling and segregating a tract of about 1½ acres in another part of the ranch, thereby greatly deteriorating the value of the entire holding), is reasonable," etc.
4. The certificate accompanying the Victoriana B. Carabajal contract, which is directly the subject of your communication of the 13th instant, reads, in part, as follows:  
  
". . . that the consideration to be paid thereunder, \$319.30 (for 3.193 acres in garden truck, at \$100 per acre) and the constructing of one farm bridge at a cost of approximately \$250, is reasonable," etc.
5. The instruction referred to states that "In future, certificate should show consideration based on value of improvements alone on donated right of way."
6. We understand that in the case of land taken under canal right of way reserved to the Government in a patent

where land has been entered under the United States laws, it is not allowable, in settling for the improvements, to pay for anything except actual value of tangible improvements. That is, enhanced land values and intangible factors are not to enter into the consideration. But the nature of the transaction where lands in the El Paso Valley are taken is essentially different, in that the landowners have derived their titles from other sources than the United States Government and that their remuneration perforce is based on what we would have to pay for actual land values, considering all kinds of damages, if a regular land purchase were made and if the land were not first donated by the deed carrying no consideration. Where the owner has gone ahead with a perfect land title and made his improvements, laid out his holdings with reference to roads and buildings, and otherwise not had to take into consideration the possible enforcement of a reserved canal right of way, you will easily appreciate that such items as the segregating of a small tract by the canal, the fact that the canal runs directly between his house and the public highway or between his buildings generally, or that a relatively large slice of a very small farm is taken, and other similar conditions, must all be settled for. These are all valuable items entering into land prices and there is no practicable way to take a man's land unless he is recompensed for them.

7. It is possible that the certificate should merely state a certain price per acre or otherwise, without going into details as to how that price is derived. This could be done, and if this is your interpretation of the instruction, kindly advise.

8. It is also possible that, as in the case of the Carabajal certificate, you do not wish mention made of the building of a structure. Please advise as to this.

L M LARSON

Copy to Dr.  
D.C. El Paso.

December 13, 1919.

Chief of Construction,

Project Manager, El Paso, Texas.

Contract dated August 14, 1919, with Victoriana B. Carabajal,  
for purchase of improvements for El Paso Valley Mesa  
Drain and construction of bridge - Rio Grande Project.

1. Reference is made to paragraph 2 of your letter  
of November 17, 1919, to this office, copy to the Di-  
rector.

2. In connection with your method of computing the  
value of the improvements on the land taken in connection  
with deeds and contracts of this kind, your attention is  
called to the following notation from the Director to  
the Project Manager appearing in the margin of notice of  
approval of contract dated July 1, 1919, with Concepcion  
Apodaca and wife for purchase of improvements for El Paso  
Valley Mesa Drain:

"In future, certificates should show consideration  
based on value of improvements alone on donated right  
of way."

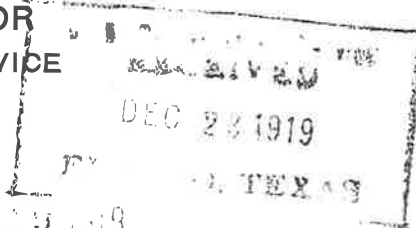
3. The purpose of this letter is to call specific  
attention to the instructions of the Director in connec-  
tion with preparation of certificates of this kind in  
future.

CC - Director, Washington.  
D.C., El Paso, Texas.

-----  
F. E. Wymouth.

DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE  
WASHINGTON, D. C.

OFFICE OF THE DIRECTOR



FROM Assistant to the Director.

TO Project Manager, El Paso, Tex.

SUBJECT: Contract dated August 14, 1919, with Victoriana B. Carabajal,  
for purchase of improvements for El Paso Valley Mesa Drain  
and construction of bridge - Rio Grande Project.

1. Reference is made to letter of the Chief of Construction to you, dated December 13, 1919, subject as above, regarding your letter of November 17, 1919, to him.

2. Our files do not disclose that copy of your letter of November 17, 1919, has been received and it is requested that you furnish a copy of same to complete the files.

CC - C. of C.

*Morris Bien*  
JHS.

CFH:MMF

El Paso, Tex. Nov. 17, 1919.

**Project Manager**

**Chief of Construction, Denver, Colo.**

Contract dated August 14, 1919, with Victoriana B. Garabaja for purchase of improvements for El Paso Valley Mesa Drain and construction of bridge - Rio Grande Project.

1. Receipt is acknowledged of letter of November 14th from Acting Chief of Construction.

2. The area actually donated is correctly described as 3.856 acres. The certificate of recommendation states that improvements upon only 3.193 acres were paid for. The difference in these areas is accounted for by the fact that the improvements, if any upon the area over that named in the certificate of recommendation, were negligible.

- - -

L. H. Lawson

CC - Director  
D. O. El Paso



November 14, 1919.

Acting Chief of Construction,

Project Manager, El Paso, Texas.

Contract dated August 14, 1919, with Victoriana S. Carr  
for purchase of improvements for El Paso Valley Meas  
Drain and construction of bridge - Rio Grande Project

1. The contract was received in this office with your form letter of November 6, 1919, and is transmitted to the Director for approval. For the reason that no copy of the deed was filed in the Denver office pursuant to instructions in letter dated September 18, 1919, from Assistant to the Director to District Counsel, El Paso, copy to this office.

2. Article 1 of the contract states that the land is given in the quit-claim deed as 3.856 acres. The certificate of necessity states that the area involved is 3.193 acres.

3. Please furnish statement in duplicate explaining the reason for the apparent discrepancy in the area under consideration.

- - - - -

CC - Director, Washington.  
D.O., El Paso, Texas. ✓

CHAS. F. WILLIAMS.

7. However, it is the present opinion of this office that it is not a proper procedure to accept a donation deed from a landowner whose land is required for the operations of the United States and at the same time attempt to compensate such owner by a separate contemporaneous agreement for the land taken by considering as elements of the value of the improvements the actual value of the land so donated and the depreciation in value of adjoining land. The deed legally conveys to the United States the entire real estate which comprises the land and all the improvements affixed thereto.

8. In cases of the kind related, it has been the understanding of this office that the usual method is to purchase the right of way, using Form 7-276.

\*\*\*\*\*

CC-P.M., El Paso, Tex.  
✓ D.C., El Paso, Tex.

*E. E. Weymouth.*

\*\*\*that the consideration to be paid thereunder, \$259 (which amount is at the rate of \$175 per acre for 1.48 acres, the remainder of the 5.06 acres donated to the United States being formerly occupied by an old ditch right of way, uncultivated, and the rate of \$175 per acre being fixed at this figure as the ditch of the Service crosses a small and intensely cultivated farm)\*\*\*.

4. The certificate of the Project Manager attached to contract dated July 1, 1919, with Concepcion Apodaca and wife, which contract was approved by Ottomar Hamels, Acting Director, November 25, 1919, states:

\*\*\* that the consideration to be paid thereunder, \$140 (the rate being fixed at \$200 per acre, which rate was arrived at by reason of the fact that this is very valuable land in a highly desirable portion of the project, the drain making a large inroad upon a small ranch and running within 75 feet of the dwelling and segregating a tract of about 1½ acres in another part of the ranch, thereby greatly deteriorating the value of the entire holding\*\*\*.

5. On the margin of copy of the form letter returned to this office bearing notice of approval of the Concepcion Apodaca contract the following appears:

"Director to Project Manager:

In future certificate should show consideration based on value of improvements alone on donated right of way".

6. It has been the understanding of this office that in computing the value of improvements located either on land reserved under the Act of August 30, 1890, or land acquired by donation deed (which latter condition obtains in the contracts under consideration) neither the value of the land reserved or acquired, nor the depreciation in value of adjoining land could be considered, but that the compensation to be paid the contractor should be based solely upon the value of the improvements taken, consideration being given to their actual cost and to the cost of replacing them with others of equal value.

El Paso, Texas, August 18, 1919.

County Clerk for El Paso County,

El Paso, Texas.

Dear Sir:

Transmitted herewith for official record are two quit-claim deeds dated August 14, 1919, running from Victoriana B. Carabajal to the United States.

Very truly yours,

C F HARVEY

Assistant District Counsel.

2 incls.

Filed for Record  
Book 328 Page 610

CERTIFICATE.

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

A tract of land containing 3.856 acres, in NW $\frac{1}{4}$  of SE $\frac{1}{4}$ , NE $\frac{1}{4}$  of SW $\frac{1}{4}$ , and SE $\frac{1}{4}$  of NW $\frac{1}{4}$  sec. 25, T. 31 S., R. 6 E., U.S. R.S. survey, El Paso County, Texas, more particularly described in quitclaim deed dated August 14, 1919, running from Victoriana B. Carabajal to the United States of America:

That the tax records of said county have been personally examined by myself and indicate Victoriana B. Carabajal, the reputed owner, to be the actual owner; that there are no unsatisfied mortgages or other liens existing against said land; that the land is not occupied adversely to the reputed owner; that the land is a part of certain lands willed to the grantor by her husband, Saturnino B. Carabajal, by will dated July 1, 1916, filed for probate September 5, 1916, which probate contains copy of will and proof of death of deviser which occurred July 5, 1916, the will reading, in part, as follows: "I hereby give and bequeath to my beloved wife, Victoriana B. Carabajal, all property, real and personal or mixed, of which I die seized and wherever situated, to her and her heirs forever. . . I hereby nominate and appoint my wife, Victoriana B. Carabajal, my sole and independent executrix of this my last will and testament, and direct that no security or bond be required of her as such"; that the assets of the estate of said Saturnino B. Carabajal greatly exceed the debts; that no proceedings are of record adverse to said devisee; and that upon due inquiry I find that said devisee has not again married. (See Probate Court Book 31, pp. 506-511).

C. P. ELWY

El Paso, Texas,  
August 18, 1919.

Asst. District Counsel.

CARTEL Mesa Quem COUNTY El Paso Co

1. Mailing address of each party Mrs Victorina B Carbajal  
Ysleta, Texas

2. Personal status of each party (married, single, widow or widower): Widow

3. List of improvements (state, as by itemized bill, how total consideration was fixed):

1,706 Acres Cultivated @ 100 -	170.60	514.35
215 " Alfalfa 125 -	268.75	
3,856 Damage to Truck Garden	75	
	514.35	

4. Interest held by each party joined in contract, other than owner or wife of owner, as "Joint ownership", "lessee", or "licnor", and if licnor, state such facts as may be gathered from owner as to date, amount and quality of encumbrance:

No liens or mortgages

5. State whether or not land is homesteaded property: \_\_\_\_\_

6. Survey number of tract (if not embodied in land description):  
\_\_\_\_\_. If no survey number is available state item  
in tax records: Item (under whose name assessed and line number  
in assessment book):  
Acres 95 A : Assessed at \_\_\_\_\_.

other available information \_\_\_\_\_.

7. Grantor will order title guaranty.

Grantor agrees that Service may order title guaranty and make deduction therefor.

Grantor will order Abstract of title.

Grantor agrees that Service may order Abstract of title and make deduction therefor. at expense of service.

✓ Grantor states that taxes are paid to date.

Grantor will pay taxes now unpaid.

Grantor wishes Service to pay taxes and make deduction therefor, and will furnish this office with bill of unpaid taxes.

Grantor states that land is now encumbered (as per item 3) and wishes Service to pay off encumbrance and make deduction therefor. (In case this is to be done, grantor will have to consult personally with the licnor).

Grantor states that land is encumbered (as per item 3) and will at once take steps to remove same.

8. Cost of structures to be built by Service. Bridge 275<sup>00</sup>



**CERTIFICATE.**

I HEREBY CERTIFY That the rights and property described in the agreement dated August 14, 1919, with Victoriana B. Carabajal, are required for purposes authorized by the Act of June 17, 1902 (32 Stat. 388), namely, as right of way for mesa drain, a part of the Rio Grande project; that the consideration to be paid thereunder, \$319.30 (for 3.193 acres in garden truck, at \$100 per acre) and the constructing of one farm bridge at a cost of approximately \$250, is reasonable the the lowest that could be obtained; and I recommend that the contract be approved.

---

E. A. M. DODD

Project Manager.

El Paso, Texas.

August 18, 1919.

Correct as to Engineering Data *A. D. D.*

of land as described in the title deed herein referred to.

6. It is understood and agreed that the United States, its agents, officers and employees shall at all times have the right to go upon said described land for the purpose of surveying, constructing, repairing, operating, and maintaining said El Paso Valley Mesa Drain and other operations of the Reclamation Service incident thereto, and any cause of action arising from damage to crops or other improvements thereon belonging to the contractor that may result in consequence of such entry is hereby waived by the contractor as hereinabove provided.

7. The Contractor hereby expressly warrants that she has employed no third person to solicit or obtain this contract in her behalf, or to cause or to procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that she 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 per centage upon the amount receivable by her hereunder; and that she has not, in estimating the contract price demanded by her, included any sum by reason of any such brokerage, commission or per centage; and that all moneys payable to her hereunder are free from obligation to any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. She 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 her 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.

8. It is understood and agreed that there will be constructed by and at the expense of the United States a three-ton farm bridge, of the standard design adopted and now being used on the Rio Grande project, said bridge to be constructed at Station 554 plus 00 of the El Paso Valley mesa drain of the Rio Grande project, and work thereupon shall be commenced and completed within a reasonable time after excavation of said bridge at the point mentioned. It is further understood and agreed that the Contractor, his heirs and assigns, will maintain said structure in good condition at all times and that the United States shall not be liable for any damage occurring from lack of proper maintenance of said structure.

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.



We, the undersigned members of a board designated to fix the value of improvements to be purchased from Victoriana B. Carabajal, upon land donated for right of way for the mesa drain, Rio Grande project, described in agreement to sell dated August 14, 1919, find that the fair and reasonable consideration to be paid by the United States is a money payment of \$319.30 and the building of one farm bridge at a cost of approximately \$250.

Egd. J. Davis Poncher

Representative El Paso Valley  
Water Improvement District  
No. 1.

GEO W HOADLEY

Representative U. S. Recla-  
mation Service.

El Paso, Texas,

Aug 12, 1919.

Original and	4	copies of form letter of transmittal.
Original and	3	copies of contract
" "	1	copy certificate of recommendation.
" "	1	copy appraisal report.
2 blueprints.		

Remarks:

**(INSERTED IN DENVER OFFICE).**

**This contract is transmitted to Washington for approval for the reason that no copy of the donation deed was furnished the Denver Office. In this connection, see letter dated September 18, 1919, from Assistant to the Director to District Counsel, El Paso, copy to this office.**

### **INSTRUCTIONS.**

1. This form is devised to render unnecessary the writing of various routine letters in reference to contracts. If the agreement submitted is not of the class for approval in Denver (see par. 3a-h, pp. 201-2, Vol. 1 of manual), the chief of construction will forward with his recommendation to Washington for appropriate action.
2. The office in which the contract originates will transmit *two (2) copies* of this form *in excess* of the number of offices to be advised of approval or execution. For example, in the usual case where the project manager and district counsel are to be advised, four (4) copies and one (1) original (5 in all) should be sent to the Denver office.
3. With every contract submitted, involving an expenditure, the authority number (Form 7-681) or clearing account to which charges under the contract will be made, must be given in the space provided on this form letter. (See par. 41, p. 213, Vol. 1 of manual.) The amount of probable expenditure or collection must also be shown (see par. 11, p. 204, Vol. 1 of manual). Any other special matter or information relative to the contract too long to write on this form should be set out in a statement or certificate and submitted with contract.
4. Reference should be made to previous correspondence of importance, especially if form of contract was approved in advance, *giving dates*, stating whether a telegram or letter, and from and to whom.
5. The office in which this contract originates should list all inclosures in the space above.
6. With this form appropriately modified quit claim or donation deeds (see par. 47, p. 265, Vol. I of Manual) shall be transmitted through the Denver Office to Washington for acceptance and filing, a copy of such deed with related papers being furnished for the files of the Denver office.
7. This form appropriately modified should be used to transmit informal earthwork contracts (Specifications Form 7-201) executed in project offices to the Denver office for acceptance with copy of contract and related papers to be forwarded to Washington office by the Chief of Construction.