

760 DAVIS, CHAS.

QUITCLAIM DEED 131 MESA DRAIN

0023-0077-0043-00

11-43-1943

780

Chas Davis

THE STATE OF TEXAS }

COUNTY OF EL PASO.

KNOW ALL MEN BY THESE PRESENTS: THAT

I, Chas. Davis,

of the County of El Paso, State of Texas, for and in consideration of the sum of One and 0/100 (\$1.00)

to me in hand paid, by the United States of America, pursuant to the act of Congress of June 17, 1902 (32 Stat. 388), and as a further consideration the constructing by the United States of an irrigating flume to be constructed at Station 875 plus 00 of the mesa drain of the Rio Grande project, the receipt of all of which is hereby acknowledged; but in consideration of the benefits to be derived by such construction, the

~~grantor~~ ^{heirs and assigns}, ~~for himself, his heirs and assigns, agree that he will~~ ^{acknowledged, do by these presents Bargain, Sell, Release and Forever Quit Claim, unto the said} maintain said flume in good condition and hereby releases the United States from all expense of or damage occurring from lack of proper maintenance; do by these presents Bargain, Sell, Release and Forever quit-claim, unto the said The United States of America, its

~~heirs and assigns all my~~ ^{right, title and interest in and unto that tract or parcel of land lying in the County} of El Paso State Texas

of A tract of land and situated approximately 1-3/5 miles described as follows, to-wit: of Ysleta, Texas, in the southeast quarter of section twenty-five (25), Township thirty-one (31) South, range six (6) east, United States Reclamation Service survey, being more particularly described and bounded as follows:

Tract No. 1: Beginning at the southeast corner of the tract of land herein described which is a point common to the properties of the grantor herein and J.B. Roberts; from which the southeast corner of said section 25 bears South 77°52' east, 1172.6 feet; running thence along said property line between the parties hereinbefore named, South 66°52' west, 125.3 feet; thence north 39°48' west, 998.5 feet to a road; thence, on the southerly right of way line of said road north 52°44' east, 120.1 feet; thence south 39°48' East, 1029.2 feet thru lands of grantor herein to the point of beginning; said tract of land containing two and seventy-nine hundredths (2.79) acres, more or less;

Tract No. 2: Beginning at the northeast corner of the tract of land herein described which is a point common to properties of grantor herein and adjacent property to the north owned by S. Cobrojal, from which point the southeast corner of said section 25 bears south 56°21' east, 2537.0 feet; running thence south 39°48' east, 479.4 feet thru lands of the grantor herein and to the northerly right of way line of the road hereinbefore mentioned in description of Tract No. 1; thence south 52°44' west, 120.1 feet along northerly line of said road; thence north 39°48' west, 619.7 feet thru lands of grantor herein to the property line of said S. Cobrojal; thence along this line south 79°18' east, 188.7 feet to point of beginning; said tract of land containing one and fifty-one hundredths (1.51) acres, more or less.

TO HAVE AND TO HOLD all my right, title, interest, estate and claim in and to the said premises, together with all and singular, the rights, privileges and appurtenances to the same in any manner belonging, unto the said

The United States of America and its

~~heirs and assigns forever.~~

WITNESS my hand this 13 day of December, A.D. 18

Witnesses at Request of Grantor:

CHAS. DAVIS

Correct as to Engineering Data

QUIT-CLAIM DEED

SINGLE AND WIFE'S SEPARATE

ACKNOWLEDGMENTS

TO

Filed for record, this

day of 19, at

o'clock and minutes M.

Clerk.

By Deputy.

ELLIS BROS. PRINTING CO., EL PASO

THE STATE OF TEXAS. }

COUNTY OF EL PASO.

Before me, Geo. W. Hoadley, Notary Public, in and for
El Paso County, Texas, on this day personally appeared Chas. Davis

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 13th day of December, A. D. 1918

My commission expires June 1, 1919.

(SEAL)

Geo. W. Hoadley,

Notary Public.

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 fully explained to her, she, the said acknowledged such instru-
ment to be her act and deed, and declared that she had willingly signed the same for the purposes and consid-
eration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this day of A. D. 19

THE STATE OF TEXAS. }

COUNTY OF EL PASO.

I Clerk of the County

Court of said County, do hereby certify that the above instrument of writing, dated on the

day of, A. D. 19 with its certificate of authentication, was filed for record in my

office this day of, A. D. 19, at o'clock M.

and duly recorded the 26 day of December, A. D. 1918, at 2:45 o'clock P. M.

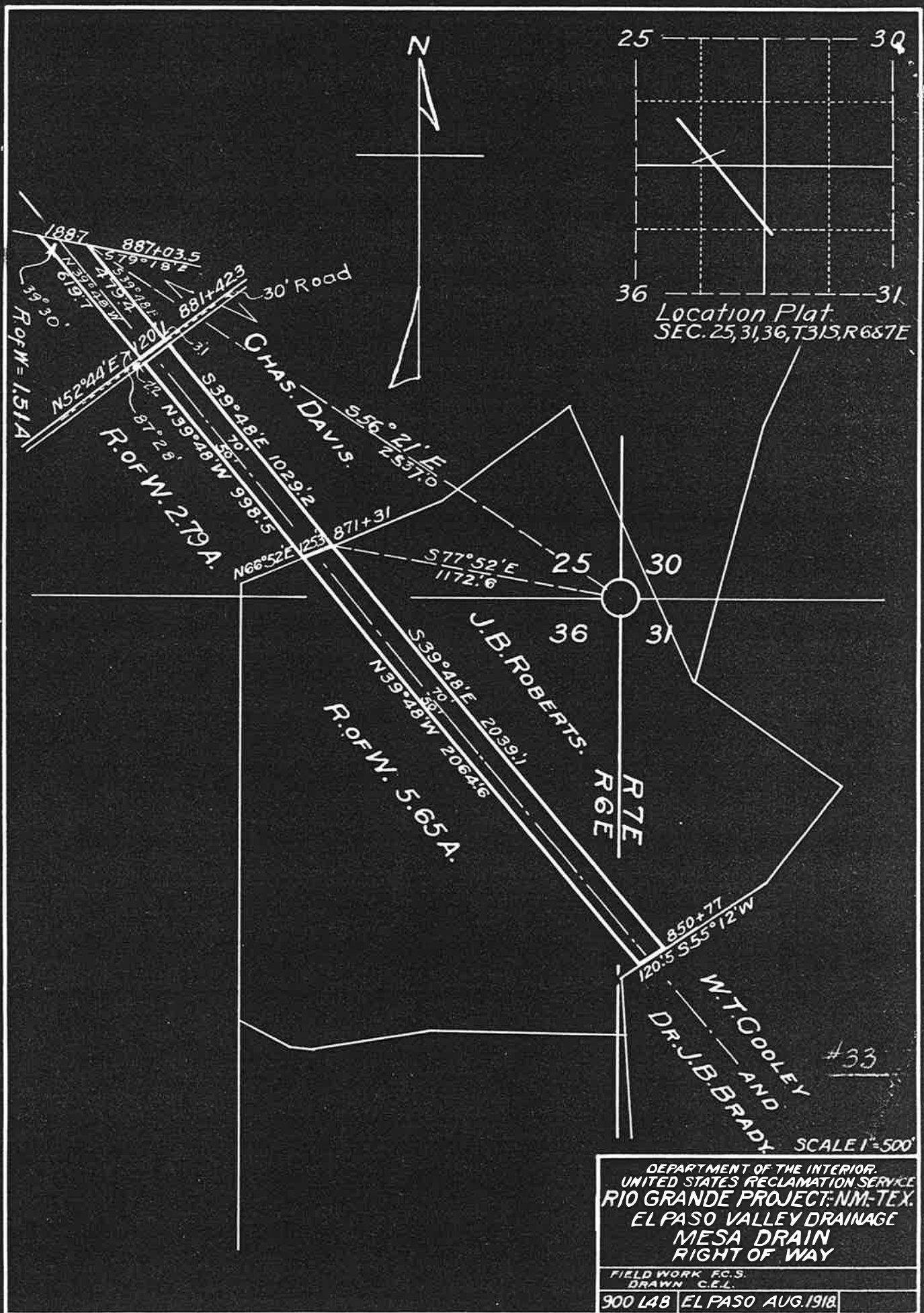
in the records of said County, in Volume 321 on Pages 297.

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

H. D. Green.

Clerk County Court, El Paso County, Texas.

By Deputy.



El Paso, Texas, October 26, 1920.

From: Project Manager,

To : Chief Engineer, Denver.

Subject: Form 7-277, reprint of.

1. I have considered with the District Counsel your letter of October 22, with enclosures, and the correspondence referred to, except letter from your office of August 21, 1919, a copy of which has not been found in the files here.

2. I know of no cases in which this form of agreement is now necessary on the Rio Grande project. It is apparently designed for use where definite location of canal line has not been made and in cases where the right of way is to be donated, with out conditions. It is the present practice where donations are made to execute quit-claim deeds without preliminary agreement, which course saves such expense in the way of acknowledging, recording and handling the preliminary agreements.

3. I see no objection to the procedure suggested in paragraph 2 of the Assistant Director's letter of October 15, except that it seems advisable in some cases where special conditions are incorporated to record the agreement on form 7-523, for which no provision is made in the blank, though of course acknowledgment, which is a prerequisite to recording, may be added whenever thought to be necessary.

4. Under present instructions from the Washington office where the procedure mentioned is followed, all reference to special conditions are omitted from the deed. For this reason it seems to be desirable that the agreement itself be recorded in order that there may be placed of record all matters bearing upon the situation. This might not be necessary or desirable perhaps but for the question of maintenance of structures erected as part of consideration for donation. It is desirable to provide definitely by whom structures are to be maintained (which of course eventually involves renewal). Sometimes it is necessary for the United States to build structures and assume the obligation of maintenance, though ordinarily it is

the practice to require the landowner to maintain. Of course unless the agreement (form 7-528) is recorded, as well as the deed by which title is transferred when necessary, these matters are not of record, which fact may in the future give rise to misunderstandings or controversies, especially where the land involved has been transferred.

5. My understanding is that the procedure mentioned in letter of October 15 applies only to those cases where lands are transferred without monetary consideration, and that it is not applicable where transfer is made under conditions such as those stated in the District Counsel's letter of March 6, 1920 to the Director. So far as we are advised no ruling has been made upon the matters submitted in that letter.

6. As stated at the outset, this letter is the result of collaboration with the District Counsel, whose views, as well as my own, this letter reflects.

7. As requested, the form 7-277, received with your letter of October 22, is herewith returned.

encl.

L. M. Lawson.

CC to DG

October 22, 1920.

Chief Engineer,

Project Manager, El Paso, Texas.

Form 7-277, reprint of.

1. There are enclosed herewith copy of letter dated October 15, 1920, to this office from the Assistant Director and copy of form 7-277.

2. Will you please, with the District Counsel, give consideration to paragraph 2 of the Assistant Director's letter and submit your recommendations, with reasons therefor, as to whether or not form 7-277 is now necessary.

3. Kindly return the copy of form 7-277 enclosed.

- - - - -

Encls. as noted in
par. 1 hereof.

F. E. Weymouth.

CC - D.C., El Paso, Tex. ✓

C O P Y.

Washington, D.C., Oct. 15, 1920.

From: Assistant Director
To: Chief Engineer, Denver, Colo.
Subject: Form 7-277, reprint of.

1. Reference is made to your letter of August 21, 1919, subject "Quitclaim deed from Chas. Davis, especially with reference to required use of Form 7-277 for building of structures as consideration in contract - Rio Grande Project", to office letter of October 1, 1919, and to previous correspondence on the subject.

2. The question of reprinting the Form 7-277 is up for consideration and we would like your views whether the use of the form in question is now necessary. Agreements on Form 7-523 can be used for damage to improvements, or for construction at the expense of the United States of structures, or both when required as the part of the consideration for the donation of right of way - the title to the land being conveyed to the United States by means of a donation or quitclaim deed when necessary.

Morris Bien.

Enc,
Form 7-277.

Director

OCT -1 1919

Chief of Construction

*See Right-
of-way
file - general*

Quit claim from Charles Davis especially with reference to required use of Form 7-277 for building of structures as consideration in contract - Rio Grande Project.

1. Your letter of August 21, 1919, enclosing project manager's letter of August 8, 1919, received.

2. Form 7-277 is for an option for a grant without consideration and for an indeterminate right of way. It is so seldom used we have decided not to reprint the form until the present stock (700) is exhausted. 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. Draft of revised form 7-276 is enclosed (in duplicate) as requested in paragraph 3 of your letter. Also a sample of light-weight paper (see letter dated March 18, 1919, from C. F. Harvey, Clerk) on which, if it meets with your approval as to quality and weight, the blanks will be printed. Please return one copy of the draft with any modifications or changes you may desire to make shown thereon.

C. F. Harvey

3 encls.

Copy to: S.M., El Paso, Texas.
D.C., " " " ✓

El Paso, Texas, August 15, 1919.

From District Counsel

To Chief of Construction, Denver.

Subject: Quitclaim deed from Chas. Davis, especially with reference to required use of Form 7-277 for building of structures as consideration in contract - Rio Grande project.

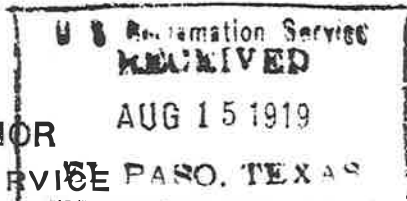
1. Receipt is acknowledged of your letter of the 12th instant.

2. My letter of the 8th is returned herewith, signed, together with a copy of Form 7-277.

P W DENT CFE

incl.

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE EL PASO, TEXAS
TRAMWAY BUILDING
DENVER, COLO. August 12, 1919.



From Chief of Construction,

To District Counsel, El Paso, Texas.

Subject: Quit-claim deed from Chas. Davis, especially with reference to required use of Form 7-277 for building of structures as consideration in contract - Rio Grande Project.

1. Your letter of August 8, 1919, to the Director, through this office, in regard to the above subject, has been received.

2. Copy of the form of agreement (7-277) mentioned at paragraph 3 of your letter was not enclosed.

3. Your letter, also, was not signed.

4. In view of the necessity for writing you with regard to the form of agreement not being transmitted, the original of your letter is now enclosed for signature. It should, of course, be returned to this office when signed, together with copy of the form of agreement in question.

5. Upon receipt thereof this office will be glad to transmit your letter to the Director.

.....

Enclosure:
Letter from District Counsel
to Director, August 8, 1919,
(unsigned).

A handwritten signature in dark ink, appearing to read "F. W. Wymouth".

El Paso, Texas, August 8, 1919.

From District Counsel

To Director and Chief Engineer, Washington.

Subject: Quitclaim deed from Chas. Davis, especially with reference to required use of Form 7-277 for building of structures as consideration in contract - Rio Grande project.

1. Receipt is acknowledged of letter of August 2 from Assistant to Director.

2. The instructions therein contained will be carefully followed out in the future. Some two or three deeds already prepared and now in the hands of the county clerk may later come through with a clause in them as to structures. With regard to the use of the above form of contract, we believe it pertinent also to make the following constructive observations on the same:

3. The Form 7-277, copy attached, is, we assume, the current edition of this contract, and in its present form all the essential data will have to be written on separate sheets of paper. The space provided for the land description is not large enough for one in a hundred of the descriptions usually obtaining on the Rio Grande project: there is no space at all provided for the clause in regard to structures, which is the essential feature of the use of the form on this project: the clause making the agreement contingent upon appropriation, which, we believe, is applicable when the building of structures is involved, is not printed; and of course the agency clause will have to go in. Further, the form folds at the side, which makes it necessary to tear the form in two for purposes of typewriting where carbon copies are required and then bind together again when the writing is completed.

4. In this connection, reference is made to letter of March 18, 1919, from Assistant District Counsel, which refers to letter of October 20, 1918, in regard to Form 7-276 (land purchase form). Most of the suggestions contained in these former letters are also applicable to Form 7-277. It is earnestly requested that attention be given to these suggestions if a reprint is contemplated, and the additional suggestion is offered that more space might be left for necessary typewriting if the printed matter is from type that is more condensed.

Thru Chief of Construction.

P. M. DENT CFH

See R/W
general

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

WASHINGTON, D. C.

From Assistant to the Director

To District Counsel, P. W. Dent, El Paso, Texas.

Subject: Quit claim deed from Chas. Davis - Proposed contracts
for structures over irrigation canals and drainage
ditches - Rio Grande Project.

1. Your letter of June 18, 1919, on the above subject has been received.

2. The procedure outlined at paragraph 3 of your letter should be followed. No reference need be made in the deed to be subsequently executed, to the building and maintenance of structures, for the reason that these items will be covered by agreement to convey for canal line (form 7-277) which will be made of record.

3. What we desire is to have the record of these transactions in such shape that in the future the record will be clear. The deed and contract can be secured at the same time from the landowner but it would be well to date the contract one day prior to the date of the deed.

Morris Linn

Copy to: C. of C., Denver, Colol
P.M. El Paso, Texas.

El Paso, Texas, June 18, 1919.

CFH:T

From: District Counsel,
To: Director and Chief Engineer,
Subject: Quitclaim deed Chas. Davis donating right of way
(special reference to contracts and deeds involving
the building of bridges, etc. by the United States)
Rio Grande Project.



1. Receipt is acknowledged of letter of May 27th from Assistant to the Director, with enclosures.

2. We are familiar with the forms enclosed, all of them having been used in numerous instances by this office. However, your letter of May 27th, even when taken in connection with the contract forms, does not, at least according to our understanding of the matter, go exactly to the points raised in the recent correspondence about structures, particularly paragraph 4 of our letter of May 7th. We therefore feel under the necessity of once more addressing a letter to your office upon this subject. The case in point is one where the landowner is willing to donate a right of way without demanding a money consideration therefor, but where the United States has promised to build a structure, usually a farm bridge or flume, at its expense, but the maintenance of the structure to be an obligation upon the landowner, and not only upon the present owner but upon all his successors in interest. The proposition is one where the project manager wishes the covenant to maintain the structure to run with the land, in order that subsequent grantees will not be burdening the project office with demands for repairs and reconstruction in future years.

3. After a very careful consideration of the instructions from your office and the necessities of the case which confront us in the field, we have concluded that the only way to meet your instructions and wishes is to have the landowner sign the contract "agreement to convey for canal line, etc." (Form No. 7-277), reciting in these contracts no money consideration but appending (which on account of lack of space in printed form will have to be on a separate sheet of paper) a recital of the building of the structure and covenant for maintenance by contractor and his successors in title to the land, having contractor acknowledge his signature before a notary, and recording contract at the expense of the Service; this contract to be followed up by the execution of a quitclaim

deed without, we take it, any reference at all being made in the deed to the building or maintenance of these structures. This point is not made clear from the correspondence, and definite instructions are desired.

4. We assume that the conclusion of your office is final to the effect that so long as we keep any reference to structures entirely out of the deed, the latter is in a measure less open to attack. Is it the view of your office that this method of handling the transaction will make it one whereby the covenant for maintenance of structures will run with the land and enable us to hold subsequent owners to maintenance of the structures?

5. In view of the matters raised in the preceding paragraph, your office may possibly wish to continue in the deed as well as in the contract the use of the recital of the building of structures as consideration with obligation for maintenance upon grantor. If this is the case, kindly state the exact phraseology that is to be used in the deed and indicate place in deed where same is to be inserted. In the absence of further expression from your office on this particular point we shall go ahead omitting all reference whatever to structures in the deed.

6. In order to set out more fully the basis upon which was founded our view that a conveyance in the form of the Chas. Davis deed would not fail if the building of the structure were questioned, but that the grantor would have a remedy merely for damages or an action upon covenant, we are constrained to quote from three decisions, all affecting lands situate in the State of Texas:

"Where a deed is absolute on its face, agreements by the grantee to support the grantor for life and pay her a specified sum are covenants only, and a failure to perform them will not alone authorize the cancellation of the deed. *Chambers v. Watt* (Civ. App.) 151 S.W. 864.

Where the agreement of a son to care for and support his father during life in payment for land conveyed to him was made in good faith, the deed will not be set aside because the son subsequently changed his mind, and failed or refused to perform such agreement; such conduct not amounting to legal fraud. *Selari v. Selari* (Civ. App.) 124 S.W. 997.

Title held not to revert to the grantor on failure to perform certain covenants constituting a part of the consideration for a deed. *Elliott v. Elliott*, 50 C.A. 272 109 S.W. 215, 1142."

7. Selari v. Selari goes somewhat to the question of fraud in the inducement, which is adequately stated in the syllabus quoted above. The deed is, in the opinion, stated merely to be absolute on its face and is not quoted, the only evidence of the conditions or consideration upon which it passed being verbal. However, the court showed great readiness to consider all this class of evidence and quoted from the testimony at great length in the opinion. We are calling attention to the well-known rule of law here followed as tending to show that the court would as readily, or even more so, take into account such a contract as we are to make in connection with a deed, considering both instruments as supporting one transaction, if the question of the building of a structure were raised by grantor. In other words, by making two separate instruments the United States has not legally or equitably changed its position any more with regard to obligations concerning structures than as to the operation of the deed as an absolute grant.

8. Elliott v. Elliott appears to cover a case identical with the Chas. Davis deed. The Court said:

"The deed sought to be cancelled is by its terms an absolute and unconditional conveyance of the land without any reservations whatever and contains covenants of general warranty. The consideration recited in the deed is as follows:

"\$75.00 cash, the receipt of which is acknowledged, and the further consideration of the natural love . . . and as a part recompense for my care, support, and maintenance during the balance of my life by them, my said son and daughter, which they have promised to do in a manner commensurate with their means, I am to reside with them and they are to furnish me all the necessities in the way of food," etc.

"The deed being absolute on its face, the title would not revert to the appellee upon failure of appellants to perform the covenants which were the consideration for the conveyance, and her only remedy is a suit for damages or specific performance of the contract."

9. Attention is especially directed to the fact that the Court reiterates its opinion that, even with this lengthy recital as to consideration in the deed itself, the conveyance is "absolute and unconditional" and cannot be cancelled.

- - - -

Patent

CC-C. of C.
P. M.

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

WASHINGTON, D. C.

MAY 27 1919

From Assistant to the Director

To District Counsel, El Paso, Texas.

Subject: Quitclaim deed Chas. Davis donating right of way,
Rio Grande Project.

1. I have your letter of May 7 upon the above subject.

2. The regulations covering the purchase of land are found in part in the chapter beginning p. 251 of the Manual, and in more detail on the back of Form 7-281, "Report on Land Agreement", copy herewith.

3. These instructions you will note provide for the execution of the contract of purchase to be followed by a deed and the article in the Manual while not so explicit proceeds upon the same theory, assuming that District Counsel were familiar with the instructions on Form 7-281.

4. The procedure outlined in Form 281 is followed in nearly every case on other projects except where there is a donation deed without conditions because in these cases it is generally found more convenient to close up the transaction in one document. Where there is a consideration in the form of the building of a structure a separate agreement is often taken in advance.

5. On the Rio Grande Project it was understood that unusual difficulties were encountered in following this procedure and so there was no objection to the adoption of the plan pursued there in the case of donation deeds with the warning that we must be sure that we do not run the risk of clouding our title by a claim of failure of consideration in the future.

6. The citations which you make to Washburn on Real Property proceed upon the basis that a consideration has passed and is definitely acknowledged in the deed which is not the case here.

7. You well understand the difficulties that we

might encounter in future years when it might be impossible to prove that the structure was actually built.

8. I am not sending you copies of executed forms on other projects as you no doubt would understand the use of these forms without any specific example.

Morris Bien

encs.

Assistant to the Director

APR - 8 1919

Project Manager, El Paso, Texas.

Quitclaim of Chas. Davis donating right of way
Rio Grande Project.

1. I have your letter of March 25 upon the above subject, together with memorandum from the District Counsel regarding the form of quitclaim deed.

2. It appears that a year or more ago the District Counsel at El Paso desiring to avoid the necessity of having both a contract and a deed where land was donated with the requirement of certain improvements by the United States, proposed a plan of incorporating the construction of the proposed improvements as part of the consideration of the deed.

3. Attention was called at that time to the difficulties that would arise unless great care were exercised in drawing the terms expressing the consideration.

4. In the Davis case it appears that we can not readily express the consideration for a structure to be constructed without opening the possibility of the question being raised in future as to the failure of consideration.

5. The attempt to carry on business differently from the well established rule applying to all other projects produces this dilemma.

6. If the regulations are not to be followed it will apparently be necessary to have a statement from the grantor acknowledging the fact that the agreed construction had been satisfactorily carried out. It would seem that this would be no gain as there might be much difficulty in securing a statement as to get a contract and a quitclaim deed in the manner provided by the regulations.

Copies to C of C and
D.C. El Paso, Tex. ✓

Morris Bien

MEMORANDUM FOR PROJECT MANAGER

(P. W. DENT)

Subject: Quitclaim of Chas. Davis donating right of way -
Rio Grande Project.

1. Letter of March 17th from the Assistant to the Director on above subject has been carefully considered.

2. The situation to be met is as follows:

Under existing instructions it is not permissible to go upon land and construct improvements prior to the acquisition of right of way, and such course would be inadvisable regardless of instructions. That a flume or bridge over a canal or drainage ditch constructed by a dragline excavator cannot be built until after the construction of the canal or ditch is obvious, therefore in the deed it cannot be truthfully recited that the bridge or flume has been constructed, as such construction is necessarily prospective. To meet the criticism made, it might be possible to eliminate the words "to be" and recite simply as a part of the consideration "the construction by the United States of an irrigating flume (or bridge) for the land of Grantor herein at Station _____". This might be construed as an implication that the bridge or flume had been already constructed which, of course, would be untrue or, at least, a disingenuous statement of conditions. In my opinion this would not as a matter of fact strengthen the deed, although its face value would be increased or improved perhaps. The mere recital certainly would not alter the conditions.

3. It is possible that consideration has not been given by the Washington office to the fact that a recital in a deed of the receipt of a consideration is only prima facie evidence of such consideration having been received. Inquiry may be made into the fact whether the consideration has been actually received. For instance, should it be recited in the deed that a flume or bridge had been constructed and such was not the case, the Government would be in no better position than if it had recited merely that the bridge or flume would be constructed. The deeds have been worded so as to recite the true conditions and to meet the views of the landowners so far as possible, but I believe in most cases at least the owners would agree to the language above suggested.

4. If the Washington office requires merely evidence that the bridge or flume has been constructed, this could be furnished in the form of an affidavit or certificate, to be supplied after this structure had been finished. This would

complete the records and entail but little additional work. Experience shows that there is slight chance of the United States evading its obligations to construct a flume or bridge, either from inadvertence or otherwise. Landowners very promptly call attention to any omission in this regard and, as you know, camp on your trail and that of everyone else concerned until the work is done. Therefore, there is practically no chance of a deed being defeated by the failure to perform a condition subsequent, even should the deed be cast in such form as that on its face such a condition attaches.

5. I Therefore suggest that the matter be handled in one of the following methods:

(a) That the words "to be" in the deed be eliminated in the manner outlined above.

(b) That the deeds be drawn as heretofore, and evidence of the construction of flume or bridge to be furnished later in the form of an affidavit or certificate.

If neither of these methods are satisfactory to the Director's office, appropriate instructions for handling should be issued. No suggestions are offered in letter of March 17th as to the manner in which the situation should be met, the statement being made merely that "the deed should be carefully drawn so that there could be no question regarding the receipt of the consideration". If the Washington office can suggest a way in which we can truthfully resite the receipt of the consideration under the conditions named, we shall be glad to adopt any procedure outlined.

6. I therefore suggest that a copy of this memorandum be furnished the Director and Denver office with request for appropriate instructions at an early date.

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DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

Washington, D.C. Mar. 17, 1919.

From: Assistant to the Director.
To: Project Manager, El Paso, Texas.
Subject: Quit-claim of Chas. Davis donating right of way -
Rio Grande Project.

1. Your letter of February 25, 1919, transmitting quitclaim of Chas. Davis, donating right of way for El Paso Valley Mesa Drain, has been received, and as indicated by copy of the form letter returned by this mail the same has been accepted.

2. I desire to call attention to the provision in the deed specifying as part of the consideration, "the constructing by the United States of an irrigating flume for the lands of the grantor herein, said flume to be constructed at station 875 plus 00, etc."

3. You will probably recall that the matter of reciting the construction of certain works as part of the consideration was the subject of some comment by this office in connection with former cases, the objection being made that where the structure was to be built in the future there would be a possibility of construing the same as a condition subsequent with the possible failure of consideration in case of proof that the structure was not built.

4. It was understood that the deed would be carefully drawn so that there could be no question regarding the receipt of the consideration. It has been attempted in this case to meet that objection by the expression, "the receipt of all of which is hereby acknowledged" but this manifestly is inconsistent with the statement that the flume is to be constructed.

5. The deed has been accepted as the risk did not seem to be great, but it is believed to be unwise to use expressions of this kind in stating the consideration in a deed.

Morris Bien.

Copy to C of C

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

El Paso, Texas, FEB 25 1919, 19

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

Subject: Forwarding ~~contract for approval~~ **deed for acceptance and filing**

Deed
Agreement dated **December 17, 1918.**

El Grano

Project

Executed ~~on behalf of U.S.~~ by **Chas. Davis**

To

With United States of America

Estimated amount involved, \$ 0

Authority No.

or clearing acct. 6-5

~~Accompanied by bond and two copies.~~
(Strike out if no bond transmitted.)

Purpose:

(See instructions on back.)

Donation of right of way for El Paso Valley Moss Drain

Cost of flume to be constructed will be approximately \$200.00

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 Deed-Certificate
as to title- 1 blueprint**

L.H. LAWSON

Project Manager.

Denver, Colo., , 19

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

Inclosures:

See office letter 2/17/19

Chief of Construction.

Washington, D. C.,

MAR 17 1919

Contract (and bond, if any,) was **accepted by** ~~approved by~~

MORRIS BIEN,

Assistant to the Director.

on **MAR 17 1919**

MAR 3 '19 93335

CFH:T

El Paso, Texas.

Dec. 23, 1918.

County Clerk,
El Paso, Texas.

Dear Sir:

Transmitted herewith for official record is
quitclaim deed dated December 13, 1918, running from
Chas. Davis to the United States of America.

Yours very truly,

C.F.HARVEY

Enc 1.

Assistant District Counsel.

CERTIFICATE

I HEREBY CERTIFY With reference to the following described land:

Two tracts of land in the southeast quarter of section twenty-five (25), township thirty-one (31) south, range six (6) east, containing 2.79 and 1.51 acres, respectively, being in the County of El Paso, State of Texas, more particularly described in quitclaim deed dated December 13, 1918, running from Chas. Davis to the United States of America:

That the tax records of said county indicate Chas. Davis, the reputed owner, to be the actual owner; that the land is not homestead property; that there are no unsatisfied mortgages or other liens existing against said land; and that the land is not occupied adversely to the reputed owner.

El Paso, Texas,
December 13, 1918.

C.F.HARVEY
Assistant District Counsel.

CANAL Mesa Drain

COUNTY El Paso Valley

1. Mailing address of each party _____

Chas Davis City Hall.

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

Married

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

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

No Liens

Taxes Paid

4. 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): _____; Acreage _____;

assessed at \$ _____, other available information: _____

5. Grantor agrees that Service may order abstract of title and make deduction therefor.

Grantor will order abstract of title.

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 at once.

Grantor states that land is now encumbered (as per item No. 3), and will at once take steps to remove the encumbrance.

Grantor states that land is now encumbered (as per item No. 3), and wishes Service to pay off encumbrance and make proper deduction therefor. (In case this is to be done grantor will have to consult personally with the lienor.)

6. Cost of structures to be built by Service.