

KRAKAUER, J. Attorney for Mrs. A. Krakauer

QUITCLAIM DEED

131 MESA DRAIN

0023-0085-0000-00 19-(15) TEXAS

THE STATE OF TEXAS, }
County of El Paso.

KNOW ALL MEN BY THESE PRESENTS: THAT

I, J. Krakauer, Atty for Mrs. A. Krakauer - - - - -

of the County of El Paso, State Texas, for and in consideration of the
sum of One and no/100 (\$1.00) - - - - - DOLLARS,

to the United States of America acting pursuant to
Act of Congress of June 17, 1902(32 Stat., 388).

of the County of El Paso, and State of Texas, the receipt whereof is hereby
acknowledged, do by these presents Bargain, Sell, Release and Forever Quit-Claim, unto the said
United States of America, its successors

and assigns all her right, title and interest in and unto that tract or parcel of land lying in the County
of El Paso, and State of Texas, described as follows, to-wit:

Tract No.1.

A tract of land situated in the Northeast quarter of the Northwest
quarter of Section Nineteen(19) and the Southwest quarter(SW $\frac{1}{4}$) of Section
Eighteen(18), Township thirty-three(33) South, Range eight(8) East, of
the U. S. Reclamation Service Survey, said tract being a strip of land
one hundred twenty(120) feet wide extending fifty(50) feet on the East
side and seventy(70) feet on the West side of the center line of the
El Paso Valley Drain and lying adjacent to the West right of way line of
the G. H. & S. A. R. R., said tract being bounded and described as fol-
lows: Beginning at the Southwest corner of the tract herein described,
a point on the property line between property of vendor and property of
Loomis Farms Co., from which the Southwest corner of said Section eigh-
teen(18) bears North 18° 10' West, a distance of two thousand three hun-
dred ninety-one and seven-tenths(2391.7) feet, running thence North 37°
15' West, a distance of three thousand seven hundred forty-seven and
seven-tenths(3747.7) feet; thence North 11° 04' East on the property line
between property of vendor and property of Pedro Alarcon, a distance of
one hundred sixty and seven-tenths(160.7) feet to the West right of way
line of the G. H. & S. A. R. R; thence South 37° 15' West along said
right of way line, a distance of three thousand seven hundred seventy-
three and six-tenths(3773.6) feet; thence South 18° 45' West on the
property line between property of vendor and Loomis Farms Co., a distanc
of sixty and three-tenths(60.3) feet to Station 193 plus 75 of said cen
ter line; thence continuing South 18° 45' West on said property line a
distance of eighty-four and four-tenths(84.4) feet to the point of be-
ginning; said tract containing ten and thirty-seven hundredths(10.37)
acres more or less.

TO HAVE AND TO HOLD all 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 United States of America, its successors

and assigns forever.

WITNESS my hand this the 20th day of June, A. D. 1917

Witnesses at Request of Grantor:

J. T. Krakauer
Atty for Mrs. A. Krakauer

QUIT-CLAIM DEED

SINGLE AND WIFE'S SEPARATE
ACKNOWLEDGMENTS

TO

Filed for record, this

day of 1917, at

o'clock and minutes M.

Clerk.

Deputy.

Ellis—El Paso

THE STATE OF TEXAS. }
COUNTY OF EL PASO.

Before me, P. C. March, a Notary Public in and for
El Paso County, Texas, on this day personally appeared J. Krakauer as Attorney for
Mrs. A. Krakauer

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 20th day of June, A. D. 1917.

P. C. March,
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 by me 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,

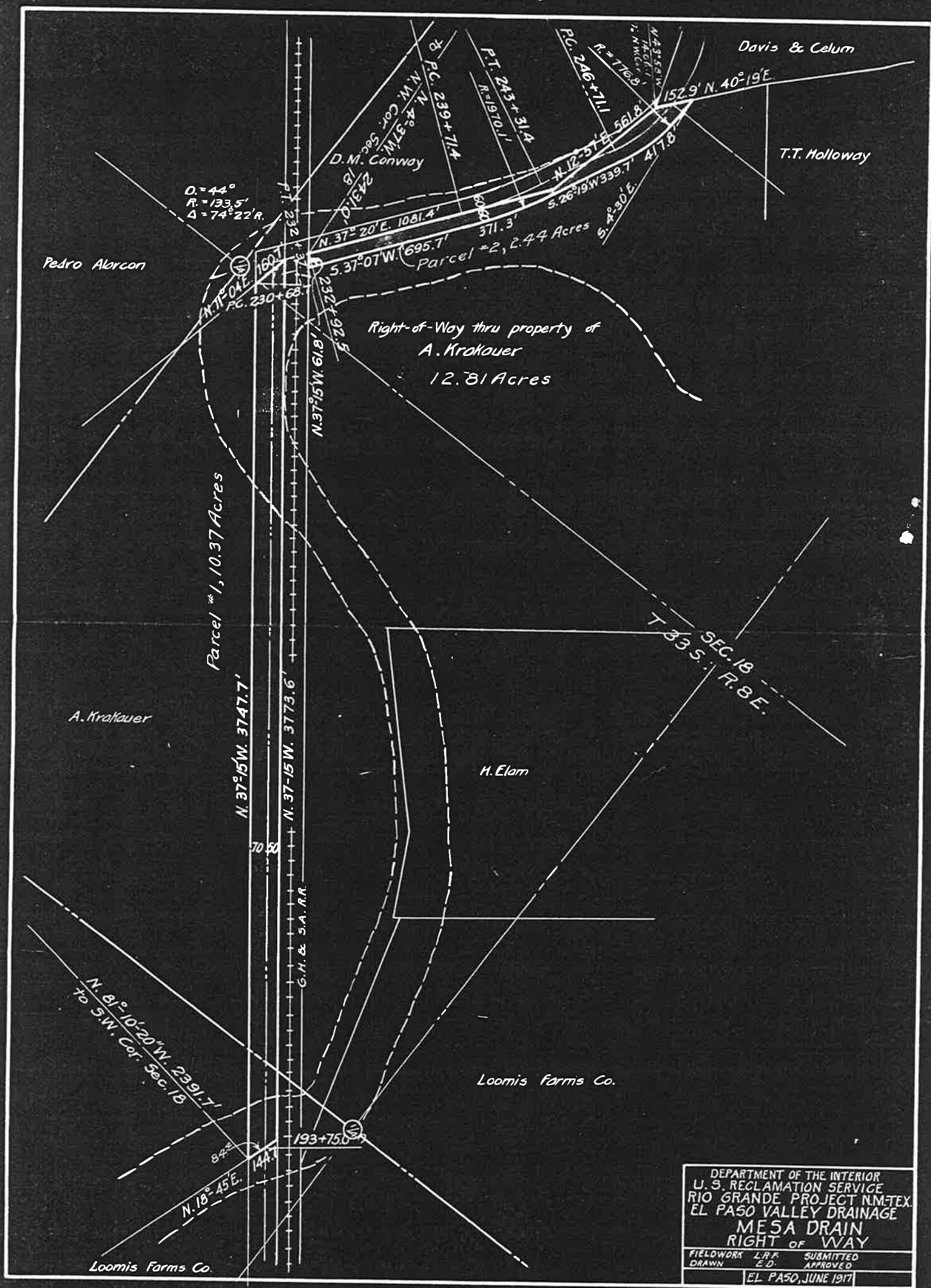
I W. D. Gunt Clerk of the County
Court of said County, do hereby certify that the above instrument of writing, dated on the 20
day of June, A. D. 1917 with its certificate of authentication, was filed for record in my
office this 21 day of June, A. D. 1917, at 8:30 o'clock a M.
and duly recorded the 2nd day of July, A. D. 1917, at 4:30 o'clock p M.
in the records of said County, in Volume 310 on Pages 613

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.

W. D. Gunt
Clerk County Court, El Paso County, Texas.
By Julia Cooke Deputy.

Tract No. 2.

A tract of land situated in the West half of the Northwest quarter($\frac{1}{4}$ NW $\frac{1}{4}$) of Section eighteen(18), Township thirty-three(33) South, Range eight(8) East of the U. S. Reclamation Service Survey, said tract being a part of the right of way for the El Paso Valley Mesa Drain and being more particularly described and bounded as follows: Beginning at the Southwest corner of the tract herein described which is Station 232 plus 92.5 of the center line of said Drain and also the point at which the property line between vendor and D. M. Conway joins the East right of way line of the G. H. & S. A. R. R., from which point the Northwest corner of said Section eighteen(18) bears North 4° 37' West, a distance of two thousand four hundred thirty-one(2431) feet, running thence on said property line North 37° 20' East, a distance of one thousand eighty-one and four-tenths(1081.4) feet; thence North 12° 57' East, a distance of five hundred sixty-one and eight-tenths(561.8) feet to the Northwest corner of the tract herein described from which the Northwest corner of said Section eighteen(18) bears North 43° 58' West, a distance of one thousand four hundred six and one-tenth(1406.1) feet; thence North 40° 19' East on the property line between Lamar Davis and vendor, a distance of one hundred fifty-two and nine-tenths(152.9) feet; thence to the right from a tangent bearing South 4° 30' East on a curve of seven hundred seventy-six and eight-tenths(776.8) feet radius, a distance of four hundred seventeen and eight-tenths(417.8) feet measured on 100-foot chords; thence South 26° 19' West, a distance of three hundred thirty-nine and seven-tenths(339.7) feet; thence to the right on a curve of one thousand nine hundred seventy and one-tenth(1970.1) feet radius, a distance of three hundred seventy-one and three-tenths(371.3) feet measured on 100-foot chords; thence South 37° 07' West, a distance of six hundred ninety-five and seven-tenths(695.7) feet; thence North 37° 15' West along the East right of way line of the G. H. & S. A. R. R., a distance of sixty-one and eight-tenths(61.8) feet to the point of beginning, said tract containing two and forty-four hundredths(2.44) acres, more or less.



DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

Rio Grande PROJECT, New Mexico - Texas.

This Agreement, Made the 13th day of March,

nineteen hundred and eighteen, in pursuance of the act of June 17,
1902 (32 Stat., 388), and acts amendatory thereof or supplementary thereto, between THE
UNITED STATES OF AMERICA, by L. M. Lawson, Project Manager,

United States
Reclamation Service, thereunto duly authorized, and subject to the approval of the proper super-
visory officer, and J. Krakauer, Attorney for Mrs. A. Krakauer,

hereinafter styled Contractor, her heirs, executors, administrators, successors, and
assigns,

Witnesseth, The parties covenant and agree that:

~~XXXXXXXXXXXXXXXXXXXX~~

Whereas, under date of June 20, 1917, a quitclaim deed was
executed by J. Krakauer, Attorney for Mrs. A. Krakauer, Contractor
herein, releasing and quitclaiming to the United States of America
certain tracts of land in the county of El Paso, State of Texas,
more particularly bounded and described as follows:

Tract No. 1. - A tract of land situated in the northeast
quarter of the northwest quarter of section nineteen (19) and
the southwest quarter of section eighteen (18), township thirty-
three (33) south, range eight (8) east, United States Reclamation
Service survey, said tract being a strip of land one hundred
and twenty (120) feet wide extending fifty (50) feet on the east
side and seventy (70) feet on the west side of the center line of
the El Paso Valley drain and lying adjacent to the west right of
way line of the G. H. & S.A. R.R., said tract being bounded and
described as follows:

Beginning at the southwest corner of the tract herein de-
scribed, a point on the property line between property of vendor
and property of Loomis Farms Co., from which the southwest corner
of said section eighteen (18) bears north 81°10' west a distance
of two thousand three hundred ninety-one and seven-tenths (2,391.7)
feet; running thence north 37°15' west a distance of three thousand
seven hundred forty-seven and seven-tenths (3,747.7) feet; thence
north 11°04' west on the property line between property of vendor
and property of Pedro Alarcon a distance of one hundred sixty
and seven-tenths (160.7) feet to the west right of way line of
the G.H. & S.A.R.R.; thence south 37°15' east along said right

of way line a distance of three thousand seven hundred seventy-three and six-tenths (3,773.6) feet; thence south $18^{\circ}45'$ west on the property line between property of vendor and Loomis Farms Co. a distance of sixty and three-tenths (60.3) feet to station 193 plus 75 of said center line; thence continuing south $18^{\circ}45'$ west on said property line a distance of eighty-four and four-tenths (84.4) feet to the point of beginning; said tract containing ten and thirty-seven hundredths (10.37) acres, more or less;

Tract No. 2. - A tract of land situated in the west half of the northwest quarter of section eighteen (18), township thirty-three (33) south, range eight (8) east of the United States Reclamation Service survey, said tract being a part of the right of way for the El Paso Valley mesa drain and being more particularly described and bounded as follows:

Beginning at the southwest corner of the tract herein described, which is station 232 plus 92.5 of the center line of said drain and also the point at which the property line between vendor and D. M. Conway joins the east right of way line of the G. H. & S.A.R.R., from which point the northwest corner of said section eighteen (18) bears north $4^{\circ}37'$ west a distance of two thousand four hundred thirty-one (2,431) feet; running thence on said property line north $37^{\circ}20'$ east a distance of one thousand eighty-one and four-tenths (1,081.4) feet; thence north $12^{\circ}57'$ east a distance of five hundred sixty-one and eight-tenths (561.8) feet to the northwest corner of the tract herein described, from which the northwest corner of said section eighteen (18) bears north $43^{\circ}58'$ west a distance of one thousand four hundred six and one-tenth (1,406.1) feet; thence north $40^{\circ}19'$ east on the property line between Lamar Davis and vendor a distance of one hundred fifty-two and nine-tenths (152.9) feet; thence to the right from a tangent bearing south $4^{\circ}30'$ east on a curve of seven hundred seventy-six and eight-tenths (776.8) feet radius a distance of four hundred seventeen and eight-tenths (417.8) feet measured on one hundred (100) foot chords; thence south $26^{\circ}19'$ west a distance of three hundred thirty-nine and seven-tenths (339.7) feet; thence to the right on a curve of one thousand nine hundred seventy and one-tenth (1,970.1) feet radius a distance of three hundred seventy-one and three-tenths (371.3) feet measured on one hundred (100) foot chords; thence south $37^{\circ}07'$ west a distance of six hundred ninety-five and seven-tenths (695.7) feet; thence north $37^{\circ}15'$ west along the east right of way line of the G.H. & S.A.R.R. a distance of sixty-one and eight-tenths (61.8) feet to the point of beginning; said tract containing two and forty-four hundredths (2.44) acres, more or less;

And whereas the United States desires immediate possession of the tract of land herein described for right of way required in constructing the El Paso Valley mesa drain;

And whereas, the Contractor is the owner of _____
a stand of alfalfa

on the land hereinbefore described;

Now, therefore, For and in consideration of the sum of _____

Eight hundred and thirteen

Dollars (\$ 813.00).

to the Contractor in hand paid by the United States of America, the receipt whereof is hereby acknowledged, the Contractor hereby waives and releases the United States from any and all claims of whatsoever nature by reason of the damage the Contractor has sustained or may hereafter sustain as a result of the operations of the Reclamation Service on said tract of land as aforesaid; and it is further understood and agreed that the United States, its agents, officers, and employees shall at all times have the right to go upon said above described land for the purpose of surveying, constructing, repairing, operating, and maintaining said El Paso Valley mesa drain, or any portion thereof or any structures appurtenant thereto, and any damage to crops or other improvements thereon belonging to the Contractor that may result in consequence of such entry are hereby waived by the Contractor as hereinbefore provided.

Article 1. 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.

ARTICLE 2. No interest in this agreement shall be transferred 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.

ARTICLE 3. 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).

ARTICLE 4. 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 States or Territories or municipalities having criminal jurisdiction.

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

THE UNITED STATES OF AMERICA,

By L M LAWSON

Project Manager, U. S. R. S.

Witnesses: Geo. W. Hoadley
C. F. Harvey

(sgd.) J. Krakauer
Atty. for Mrs. A. Krakauer
Contractor.

P. O. address El Paso, Texas.

Approved _____, 191

Chief of Construction, U. S. R. S.

State of Texas, :
: ss.
County of El Paso, :

Before me, the undersigned authority, on this day personally appeared Geo. W. Hoadley, known to me to be the person whose name is subscribed as a witness to the foregoing instrument of writing, and after being duly sworn by me stated on oath that he saw J. Krakauer as Attorney for Mrs. A. Krakauer, the person who executed the foregoing instrument, subscribe the same, and that he had signed the same as a witness at the request of the person who executed the same.

Given under my hand and seal of office this 18th day of March, A. D. 1918.

My commission expires
June 1, 1919.

(SEAL)

JESSIE E M HOWE

Notary Public In and For
County of El Paso, State
of Texas.

As both the contract of March 14, 1918 with J. Krakauer, Atty. for Mrs. A. Krakauer for purchase of land, and this contract (of March 13, 1918) are required, under the regulations (page 202 Manual), to be approved in your office, please advise this office regarding abstract of title and recording (See P. M.'s letter of March 13, 1918 to Chief of Construction the original of which is enclosed herewith) so that the Project Manager may be informed how to proceed.

Acting Chief of Construction

~~Encs.~~

INSTRUCTIONS.

1. This form is devised to render unnecessary the writing in the Denver office and in the field of various routine letters in reference to contracts.
2. The project or other office where the contract originates will transmit to the Chief of Construction two copies of this form in excess of the number of offices which are to be advised by the Chief of Construction of approval of the contract.
3. The Chief of Construction will handle contracts transmitted with this form in accordance with the instructions at paragraph 40, page 212-213 of the manual.
4. 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. 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 accompanying the contract.
5. When reference is made to previous correspondence the dates thereof should be given.

6-4546

Encs:

Orig. & 3 copies of form letter.
" " 2 copies contract
" Cert. of necessity.
" possessory cert.
" cert. showing authority in A. Krakauer
to execute contract.
blue print.
orig. rept. of B'd. of Ap. Letter 3-13-18
P. M. to Chief of Construction.

CERTIFICATE.

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

Two tracts as described in contract dated March 13, 1918, with J. Krakauer, Attorney for Mrs. A. Krakauer, located in NE $\frac{1}{4}$ of NW $\frac{1}{4}$ sec. 19, SW $\frac{1}{4}$ and W $\frac{1}{2}$ NW $\frac{1}{4}$ sec. 18, T 33 S, R 8 E, U. S. Reclamation Service survey, El Paso County, Texas;

That the tax records of said county indicate Mrs. A. Krakauer, the reputed owner, to be the actual owner; that there are no unsatisfied mortgages or other liens existing against said land or improvements thereon.

I further certify that an examination has been made of power of attorney from Mrs. A. Krakauer to J. Krakauer, dated June 3, 1914, and recorded in Book 197 at page 89, deed records of El Paso County, Texas, and that by the terms of said power of attorney J. Krakauer is empowered generally to convey lands for Mrs. A. Krakauer.

C F HARVEY

Clerk.

El Paso, Texas,
March 13, 1918.

POSSESSORY CERTIFICATE.

Rio Grande Project,
El Paso, Texas, March 13, 1918.

I, Geo. W. Hoadley, Field Assistant, United States Reclamation Service, certify that I have personally examined the land whereon are improvements sought to be acquired by the United States from Mrs. A. Krakauer in NE $\frac{1}{4}$ of NW $\frac{1}{4}$ sec. 19, SW $\frac{1}{4}$ and ^{W $\frac{1}{4}$} NW $\frac{1}{4}$ sec. 18, T 33 S, R 8 E, U.S. Reclamation Service survey, county of El Paso, State of Texas, for the Rio Grande project, and that the said proposed vendor was in actual, sole, and exclusive possession of the land involved, claiming to be the owner thereof and of the improvements thereon, and no person claiming a right in such land adverse to the Vendor is in possession of any part of it.

GEO W HOADLEY

Field Assistant.

CERTIFICATE.

I HEREBY CERTIFY That the rights and property described in the attached agreement dated March 13, 1918, with J. Krakauer, attorney for Mrs. A. Krakauer, are required for purposes authorized by the Act of June 17, 1902 (32 Stat.L., 388), namely, as right of way for the El Paso Valley mesa drain, a part of the Rio Grande project; that the consideration to be paid thereunder, \$813.00, for stand of alfalfa, is reasonable and just and the lowest obtainable; and I recommend that the contract be approved.

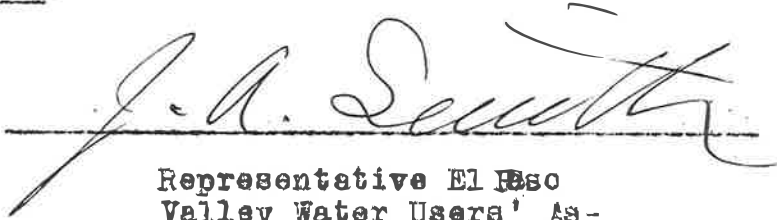
L M LAWSON


Project Manager.

**El Paso, Texas,
March 13, 1918.**

We, the undersigned, members of the board designated to fix the value of the improvements on land donated by (Mrs.) A. Krakauer to the United States as right of way for El Paso Valley mesa drain, Rio Grande project, as shown on the agreement hereto attached, find that the fair and reasonable value of said ~~land~~ improvements is

\$ 813⁰⁰/100.


Representative El Paso
Valley Water Users' As-
sociation.


Representative U. S. Recla-
mation Service.

El Paso, Texas,

3/1/18.

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

~~El Paso, Texas, January 10, 1918.~~

Project Manager to the ~~Chief of Construction~~ Director.

Subject: Forwarding ~~quit-claim deed~~ ~~contract~~ for approval. ~~acceptance & filing.~~

~~Deed~~ Agreement dated June 20, 1917. Rio Grande Project.

Executed by J. Krakauer, Attorney for Mrs. A. Krakauer.

With ~~quit-claim deed~~

Estimated amount involved, \$ 0.00 (See Gen'l Order No. 124)

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

Purpose: Donation R/W El Paso Valley Mesa Drain.
(See instructions on back at Pars. 4 and 5)

Advise Project Manager at ~~El Paso, Texas.~~ (Post office and State)

and District Counsel ✓ at El Paso, Texas.

using extra copy or copies hereof.

Incls.

Orig. deed.
Cert. Asst. D.C.
Blue Print.

L. M. LAWSON,
(Signature)

~~Denver, Colo.~~ Washington, D.C., 1918.

The above-described ~~contract with bond, if any (see above)~~ deed
has been approved. ~~accepted & filed.~~

Morris R. Bick

Acting Director.

~~Chief of Construction~~

0-4546

JAN 17 1918 75799

CERTIFICATE.

I, A. B. PREUSS, Asst. District Counsel, U.S. Reclamation Service, hereby certify that I have personally examined the official records in and for El Paso County, State of Texas, and that said records indicate that:

Mrs. A. Krakauer is the apparent and reputed owner of the 12.81 acres of land in the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 19, and SW $\frac{1}{4}$ of Section 18, Township 33 South, Range 8 East, and the W $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 18, Township 33 South, Range 8 East, U. S. R. S. Survey, conveyed to the United States by donation deed dated June 20, 1917; and that she is in sole and exclusive possession of the property described in the aforesaid deed, claiming to be the owner and no person claiming a right in such property adverse to the grantor is in possession of any part of it:

And that there are no existing mortgages, liens or other incumbrances on the land above described.

I further certify that an examination has been made of power of attorney from Mrs. A. Krakauer to J. Krakauer, dated June 3, 1914, and recorded in Book 197 at page 89, Deed Records of El Paso County, Texas, and that by the terms of said power of attorney, J. Krakauer is empowered generally to convey lands for Mrs. A. Krakauer.

El Paso, Texas.
January 10, 1918.

El Paso, Texas, June 20, 1917.

The County Clerk,
El Paso, Texas.

Dear Sir:

Herewith is transmitted for recording and return to this office quit claim deed dated June 20, 1917, from J. Krakauer, Attorney for Mrs. A. Krakauer, to the United States conveying land for use as right of way in connection with the Rio Grande Project.

Very truly yours,

Asst. District Counsel.



KRAKAUER, ZORK & MOYE'S

SUGS.
INC.

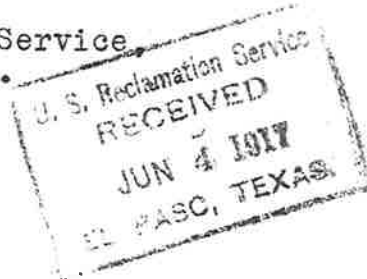
HARDWARE
IMPLEMENTS, MACHINERY AND
SUPPLIES

EL PASO, TEXAS

June 2, 1917.

DIRECTORS
G. ZORK, PRESIDENT A.M. KRAKAUER, ASST. SEC. & TREAS.
ROBT. KRAKAUER, 1ST V. PRES. M. BUETTNER,
W.B. GILLESPIE, 2ND V. PRES. F.M. BEALL,
J.A. KRAKAUER, SECY. TREAS. LEE BURDICK,
P.C. MARCH,

Mr. L. M. Lawson, Proj. Eng.,
U. S. Government, Rec. Service,
El Paso, Texas.



Dear Sir:-

I have your letter of the 31st ulto., and also the enclosure map showing the property described in the Deed left me by Mr. Hough.

When called upon by Mr. Bassett, in the interest of the right-of-way for the Drainage Canal, he submitted certain maps to me, and I in turn took my own maps and endeavored to check against the right-of-way lines as they appeared on the maps in his possession.

Mr. Burdick, also interested in this matter, checked with me, and as near as we could determine, the Drainage Ditch followed the old River bed; and after stating to Mr. Bassett that the old River bed was being followed, I was very glad to consent to the Deed to the Government without cost or proceedings of any kind.

I find, however, upon examination of the map you have submitted, which I am returning herewith, that as soon as the Drainage Ditch strikes the Krakauer property, it leaves the old River bed and cuts squarely across what is

KRAKAUER, ZORK & MOYE'S SERVICE IS HARDWARE SATISFACTION

perhaps the best piece of land in the entire tract.

I do not claim to be accurate in the reading of maps, so may have been mistaken in the comparison of the lines on my map and those in the possession of Mr. Bassett.

But be that as it may, I am returning herewith the map which you submitted and have drawn thereon in red, the lines as I recall them.

If my recollection is not correct, and my checking inaccurate, the line which I submit rather roughly I believe should be followed, because it does the least injury and is therefore the most just; and makes no greater turn, nor adds no turn more than the one at the North end where the Drainage Ditch leaves the Krakauer property.

I want to be understood as being not only in entire sympathy with the Drainage problem in general (which is a self-preservation proposition) but have urged, and will do all in my power to encourage its' speedy completion. But if you will examine the agricultural or improvement conditions at the Krakauer Ranch, as they relate to the question now submitted, which improvements are most costly, I believe you will readily agree that my demands are not only reasonable, but just.

I am taking the liberty of sending a carbon copy of this letter to Mr. Bassett, with whom this matter originated, and am at your commands at any time for any conference, either here or on the ground itself.

Very truly yours,



JK-RAB Encl.

March 23, 1918.

Acting Chief of Construction

Project Manager, El Paso, Texas.

Contract dated March 13, 1918 with J. Krakauer, Attorney for Mrs. Krakauer, for purchase of improvements on right of way donated for El Paso Valley Mesa Drain. Rio Grande Project.

1. With reference to the contract above mentioned, please note that as both this contract and the contract of March 14, 1918 for purchase of right of way from the same party are required, under the regulations, to be approved at Washington your letter of March 13 has been referred there for reply.

- - - E. F. WALTER

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

*Hereafter
Send on Trans.
Letter for approval Dr.
but then C.E.*

April 23, 1918.

~~Acting~~ Director and ~~Chief Engineer~~

Chief of Construction

Contract with Mrs. A. Krakauer, March 13, 1918, by her attorney-in-fact J. Krakauer, for purchase of improvements on right of way donated on June 20, 1917,- Rio Grande project.

1. On March 20, 1918, you transmitted to this office the above mentioned contract with related papers. By notation on form letter of transmittal, you ask to be advised as to the necessity of recording this contract and securing abstract of title for the tract involved, this question having been presented to you by project manager, El Paso, Texas, in a letter of March 13, 1918 which you transmitted with the above mentioned contract. Upon advice from the Chief Counsel in the matter, I have to advise you as follows:

2. As to lands donated or purchased for a nominal consideration, paragraph 47, page 265 of the Manual provides that "no abstract of title need be furnished or procured." However, it is evident where compensation is to be made for improvements of any considerable value on lands donated, that it is equally, if not more important, to secure an abstract of title for such land than it would be in case of right of way reserved under the act of August 30, 1890. The provisions of paragraph 32, page 261 of the Manual providing that when the consideration for compensation for improvements is more than \$500 such agreement should be recorded and abstracts of title obtained, would ordinarily apply to cases where right of way is donated.

3. However, where circumstances warrant it, the above mentioned requirements will be waived. In this connection you are referred to letter of April 11, 1918 from Chief Counsel to District Counsel Dent, El Paso, Tex., copy to you, wherein general authority was given to accept a guaranty certificate of title in lieu of abstract of title in case of land purchased in Texas. This authority would extend also to those cases of purchases of improvements where abstract of title is required by the provisions of the Manual.

4. Another matter to which your attention is called is the fact that right of way was donated by quitclaim deed of June 20, 1917 no provision being made as to the grantor remaining in possession of the land and that the present contract for compensation for improvements on said right of way is dated March 13, 1918 and is accompanied by certificates which indicate the grantor to be still in possession and ownership. Thus, it appears that improvements are being purchased on lands the title of which has for some time been in the United States. For this reason, it is suggested that in the future where lands are donated a contract for purchase of improvements is not of the same date the deed should contain a provision similar to the clause set forth in paragraph 17, page 256 of the Manual if the grantor is to have the use and possession of the tract until needed by the United States. Otherwise, contract and deed should bear the same date.

5. Your attention is also directed to an error in description of right of way in the above mentioned contract. In the fourth line from the bottom of the first page of the contract, "North 11 degrees, 4 minutes West" should read "North 11 degrees, 4 minutes East". However, as the deed of June 20, 1917 which is correctly stated is referred to and the description in the contract is otherwise identical therewith, the error mentioned is not considered of sufficient importance to require correction.

Copy to P. M., El Paso, Tex.
D. C., " " " ✓

Morris R. R. R.

OFFICERS:
G. ZORK, PRESIDENT
ROBT. KRAKAUER, VICE-PRES.
J. KRAKAUER, SECY.-TREAS.
A.M. KRAKAUER, ASST. SECY.-TREAS.



DIRECTORS:
G. ZORK
ROBT. KRAKAUER
J. KRAKAUER
A.M. KRAKAUER

U. S. Reclamation Service
SUSPECTED
INC.
MAY 4 1918
EL PASO, TEXAS.

KRAKAUER, ZORK & MOYE'S

HARDWARE
SPORTING GOODS, MACHINERY
MINE SUPPLIES

EL PASO, TEXAS May 3, 1918.

Department of the Interior,
United States Reclamation Service,
1218 Mills Building, City.

Gentlemen:-

I return herewith receipt in the
amount of \$813.00 properly signed by myself as
Attorney for Mrs. Ada Krakauer.

Trusting you will find same in
good form, I am

JKL

Very truly yours,

Personally dictated to the
Edison Dictaphone
but the writer was obliged to
leave before signing.

KRAKAUER, ZORK & MOYE'S SERVICE IS HARDWARE SATISFACTION

Memorandum for Fiscal Agent, El Paso, Texas.

With reference to payment of consideration of \$813 under contract with J. Krakauer, Attorney for Mrs. A. Kra-
keuer, dated March 13, 1918, it is to be noted that this
consideration, being over \$500, requires that the land
be certified as to good title in the vendor by means of
examination of an abstract, etc., in accordance with
paragraph 32, page 261, of the Manual.

The contract in question is one based on quitclaim
deed executed for the same land sometime previous to date
of contract, this procedure being especially arranged to
make payment for improvements in a manner that would avoid
examination of title, other than that required in the case
in quitclaim donations. In this connection, with respect
to regulations as to examination of title as in the case
of land purchases, a letter of March 13, 1918, was written
by the Project Manager to the Chief of Construction, stat-
ing that if the regulation as to examination of title was
enforced it would defeat the very purpose of the special
method of acquiring the land by quitclaim deed and contract
for improvements only. In answer to the above letter a
letter under dated of April 23, 1918, was written by the
Acting Director to the Chief of Construction, calling at-
tention to the regulations, but stating (third paragraph)
"However, where circumstances warrant it, the above mentioned
requirements will be waived."

After considering the matter with Mr. Dent, he is
of the opinion that the circumstances of this case are such
as warrant waiving of the requirements as to examination
of title. In other words, the sum named in the contract
may in this case be paid in the usual manner without
having the contract recorded and an examination of title
made.

For your information you are advised that the quit-
claim deed upon which the contract is based was duly ac-
cepted by the Washington office under date of January 25,
1918.

C F HARVEY

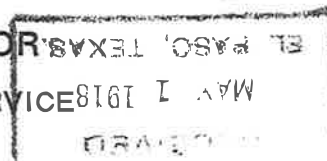
Clerk.

El Paso, Texas,
April 29, 1918.



CH

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE



El Paso, Texas, April 24, 1918.

From Project Manager

To Director and Chief Engineer, Washington.

Subject: Contract dated March 13, 1918, with J. Krakauer, Attorney for Mrs. A. Krakauer, for purchase of improvements on right of way donated for El Paso Valley mesa drain - Rio Grande Project.

1. Reference is had to a letter of March 23 from the Acting Chief of Construction to Project Manager, stating that the above contract had been forwarded from Denver to the Washington office for approval. To date nothing has been heard from this matter. Please advise if the contract was duly received.

L. W. Lawson

Copy to Chief of Construction,
Denver.

Denver, Colo. April 29, 1918.

Respectfully returned to the Project Manager, El Paso, Texas, with information that the foregoing contract, consideration \$813.00, was approved by Mr. Morris Bien, Acting Director, on April 23, 1918.

Chas. J. Williams
Acting Chief of Construction.

W. B. [unclear]

El Paso, Texas, April 22, 1918.

*See Q P Vol
Widdell
Graham*

From Project Manager

To Chief of Construction, Denver.

Subject: Land purchase agreement with Mrs. A. Krakauer by her attorney in fact, J. Krakauer, for right of way, Rio Grande Project.

1. Receipt is acknowledged of copy of letter of April 19 from Acting Director to your office.

2. Inclosed is certified copy of power of attorney for J. Krakauer to act for Mrs. A. Krakauer.

3. This will also apply to contract of March 13 for purchase of improvements from same party. *See also cert to title*

4. The contract in question was made with the idea of securing conveyance in due form, and, while it is realized that the vendor's name should be signed per her agent, the agreement was secured in the field under some difficulties and in its present form, and it was thought best to transmit it without further negotiations.

L M LAWSON

Copy for District Counsel,
El Paso.

Contract
noted
CH

El Paso, Texas, March 13, 1918.

From Project Manager

To Chief of Construction, Denver.

Subject: Contract with Mrs. A. Krekauer for purchase of improvements - Rio Grande project.

1. The contract herewith and related papers as noted on form letter of transmittal calls for a payment of \$813, which, being more than \$500, even though not based on right of way taken under the statute of August 30, 1890, requires that the contract be recorded and abstract of title obtained, in accordance with section 32, page 261 of the Manual. While the contract has been acknowledged by the Contractor and ^{will be} recorded, abstract has not been ordered for the reason that another settlement involving the same holding is now under way by means of an agreement to sell wherein the proposed grantor agrees to furnish an abstract. It is thought that, in view of the necessity of examining title in the case of the land purchase, the title to the land whereon the improvements are located that are stated in the above contract, can be passed upon at the same time that the abstract is examined relating to the land purchase. Payment under the present contract for improvements will be withheld until such examination is made.

2. The original contract bearing signature of approval should be returned for recording.

3. As the purpose of having quitclaim deeds executed and basing contracts similar to the one herewith upon such deeds was to get away from the expense of abstracts and examination of titles, which under the Rio Grande project are very complicated, it appears that where the price to be paid for improvements is more than \$500 the regulation in the Manual referred to defeats the purpose here stated. As the quitclaim deed is always executed and certificate of title in regard to the deed is made before the contract is entered into, it may be that the requirement of page 261 of the Manual does not apply in this case. If so, please advise.

incls. (as noted on
form letter of
transmittal)

(sgd.) Jim Lawson