

780.

JAMES. J. L. et. al.

QUITCLAIM DEED

137

MIDDLE DRAIN

0023-0079-0032-00

13-(32) TEXAS

780.

STATE OF TEXAS :
: ss.
COUNTY OF EL PASO:

KNOW ALL MEN BY THESE PRESENTS: THAT We, W. M. James and
J.L. James^{husband and wife} (by Horace B. Stevens^{fact} Atty.in, of the County of El Paso,
State of Texas, for and in consideration of the sum of One
and no/100 (\$1.00) Dollar, to us in hand paid by THE UNITED
STATES OF AMERICA, pursuant to the Act of Congress dated June 17,
1902 (32 Stat., 388) and acts amendatory thereof and supplemental
thereto, the receipt whereof is hereby acknowledged, do by these
presents Bargain, Sell, Release and Forever Quitclaim unto the said
The United States of America, its assigns all our right, title,
and interest in and unto those tracts or parcels or land lying in
the County of El Paso, State of Texas, described as follows, to-wit:

TRACT NO. 1:

A tract of land in the Southeast quarter of the South-
east quarter ($SE\frac{1}{4} SE\frac{1}{4}$), of Section Seven (7), Township Thirty-
two (32) South, Range Seven (7) East, United States Reclama-
tion Service survey and in Socorro Grant, and more particular-
ly described as follows:

Beginning at a point on the West boundary of right of
way of the G.H. & S.A. Ry., said point being the most northerly
corner of land of the grantor herein and from which point
a concrete monument being the most northerly corner of
land of Blas Loya bears North $37^{\circ}11'$ West, sixty-three and
six tenths (63.6) feet and the southeast corner of said
Section Seven (7) bears South $15^{\circ}44'30''$ East, one thousand
three hundred fifty and six tenths (1350.6) feet; thence
along said West boundary of right of way of the G.H. & S.A. Ry.,
South $37^{\circ}11'$ East, two hundred six and three tenths (206.3)
feet to a point on the north boundary of right of way of the
Waddlington Lateral; thence along said boundary South $77^{\circ}53'$
West, ~~seventy and seven tenths (70.7)~~ ^{83.9} feet to a point, being
the southwest corner of land of the grantor herein and the
southeast corner of land of said Blas Loya; thence along
property line between land of the grantor herein and said Blas
Loya North $13^{\circ}12'$ West, one hundred eighty-six and nine tenths
(186.9) feet to the point of beginning; said tract of land
containing eighteen hundredths (0.18) acre, more or less.

TRACT NO. 2:

A tract of land in the North half of the Southeast quarter
($N\frac{1}{2} SE\frac{1}{4}$) and the Southwest quarter of the Northeast quarter
($SW\frac{1}{4} NE\frac{1}{4}$) of Section Seven (7), Township Thirty-two (32) South,
Range Seven (7) East, United States Reclamation Service survey,

Correct as to Engineering Data 7.2.20

Wm J
J J J
by
H B O
Atty

THE STATE OF TEXAS,
COUNTY OF EL PASO,

Know all Men by these Presents:

THAT

of the County of _____, State _____ for and in consideration of the
sum of _____ DOLLARS,

to _____ in hand paid by _____

of the County of _____, and _____ of _____, the receipt whereof is hereby
acknowledged, do by these presents Bargain, Sell, Release and Forever Quit-Claim unto the said _____

heirs and assigns all _____ right, title and interest in and unto that tract or parcel of land lying in the County
of _____, and _____ of _____, described as follows, to-wit:

and Socorro Grant, and more particularly described as follows:

Beginning at a point on the West boundary of right of way of
the G.H. & S.A.R.Y., said point being the most northerly corner of
land of the grantor herein and most easterly corner of land of
Wm. Moon and from which point the southeast corner of said Section
7 bears South 27° 48' East, three thousand twenty-eight and four
tenths (3028.4) feet; thence along said west boundary of right of
way of the G.H. & S.A.R.Y., South 37° 11' East, eight hundred eighty-
nine (889.0) feet to a point, being the most easterly corner of
land of the grantor herein and most northerly corner of land of
Juan Apodaca and from which point the southeast corner of said
Section 7 bears South 23° 56' East, two thousand one hundred fifty-
six and three tenths (2156.3) feet; thence along property line
between land of the grantor herein and said Juan Apodaca South
48° 24' West, one hundred forty and four tenths (140.4) feet; thence
North 37° 11' West, eight hundred seventy-eight and one tenth (878.1)
feet to a point on the property line between land of the grantor
herein and Wm. Moon; thence along said property line North 44° 02'
East, one hundred forty-one and seven tenths (141.7) feet to the
point of beginning; said tract of land containing two and eighty-
four hundredths (2.84) acres, more or less.

TO HAVE AND TO HOLD all _____ our _____ 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

~~assigns~~ assigns forever.

WITNESS our _____ hand & this the _____ 25th day of _____ October _____, A. D. 1919.

Witnesses at Request of Grantor

J. L. James

By Horace B. Stevens Atty. in Fact.

W. M. James

QUIT-CLAIM DEED

SINGLE AND WIFE'S SEPARATE
ACKNOWLEDGMENTS

TO

Filed for record, this

day of 191, at

o'clock and minutes M.

Clerk.

Deputy.

Ellis—El Paso

THE STATE OF TEXAS, }
COUNTY OF EL PASO, }

Before me, Geo. W. Hoadley, a Notary Public in and for
El Paso County, Texas, on this day personally appeared W. M. James and Horace B. Stevens
the latter party acting as attorney in fact for Mrs. J. L. James

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, the said Horace
B. Stevens acting in the capacity stated.
Given under my hand and seal of office, this 25th day of October, A. D. 1919

My com. ex. June 1st. 1921.

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 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, }

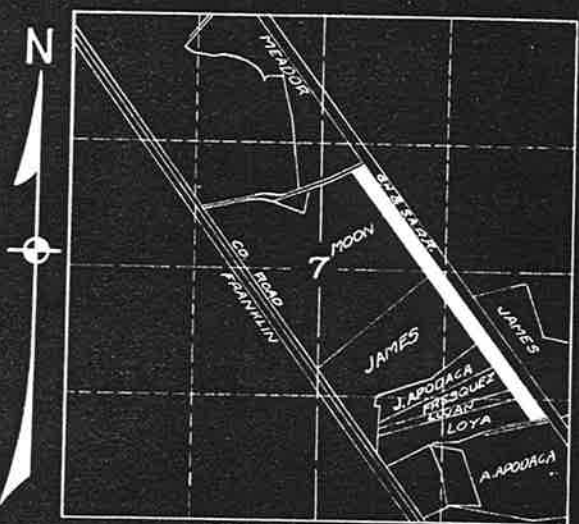
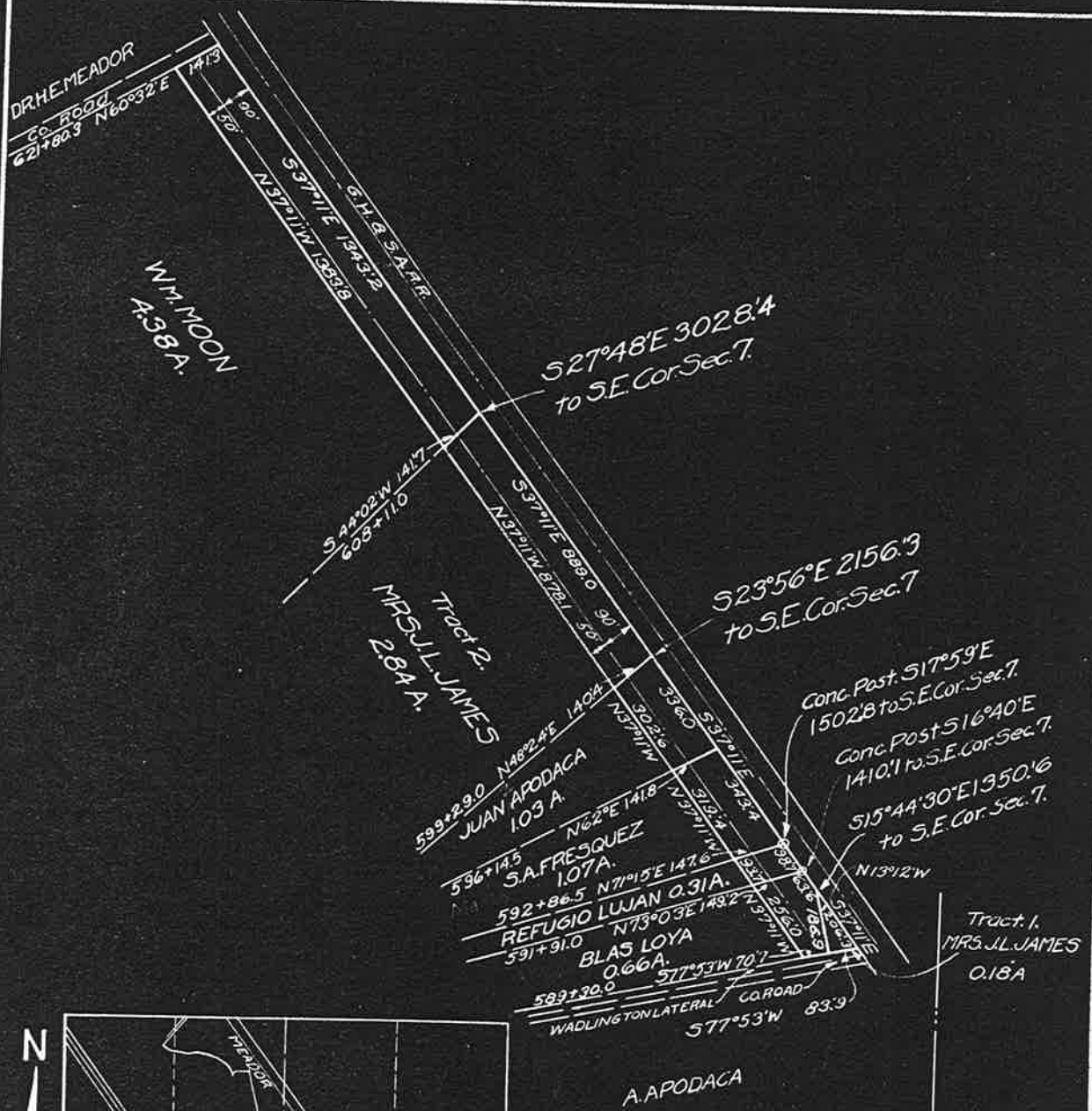
I, Clerk of the County

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 day of, A. D. 19, at o'clock M.
in the records of said County, in Volume 335 on Pages 246

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.

Clerk County Court, El Paso County, Texas.

By, Deputy.



LOCATION PLAT
SEC. 7, T32S R7E, U.S.R.S.
SURVEY, AND SOCORRO
GRANT, EL PASO, CO., TEXAS.

7	8
18	17

Scale 1"=500'

DEPARTMENT OF THE INTERIOR	
UNITED STATES RECLAMATION SERVICE	
RIO GRANDE PROJECT, N.M., TEX.	
EL PASO VALLEY DRAINAGE	
MIDDLE DRAIN RIGHT OF WAY	
DRAWN: R.A.D.	FIELD WORK: KEAR
CHECKED: A.O.D.	APPROVED:
1110 L 49 EL PASO, TEX., APR. 19	

Project Manager

FORM 7-523A
Form approved by the Secretary of the Interior
Printed Jan, 1918

FIELD CONTRACT.

DEPARTMENT OF THE INTERIOR UNITED STATES RECLAMATION SERVICE

Rio Grande PROJECT New Mexico-Texas

THIS AGREEMENT, Made this 25th day of October

nineteen hundred and nineteen, in pursuance of the act of June 17,
1902 (32 Stat., 388), between THE UNITED STATES OF AMERICA, by

L. N. LAWSON Project Manager,

United States Reclamation Service, thereunto duly authorized and subject to the approval of the
proper supervisory officer, and Mrs. J. L. James by Horace B. Stevens, Atty.
in fact and E. G. James.

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

WITNESSETH, The parties covenant and agree that:

~~Article 1. The Contractor will~~

WHEREAS? Under even date herewith a quitclaim deed was
executed by the Contractor herein, releasing and quitclaiming to
the United States of America for canal right of way for the Rio
Grande project, two certain tracts of land, Tract No. 1 being in
the Southeast quarter of the Southeast quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$), Section 7,
Township 32 South, Range 7 East, containing 0.18 acre, more or less,
Tract No. 2 being in the North half of the Southeast quarter (N $\frac{1}{2}$ SE $\frac{1}{4}$)
and the Southwest quarter of the Northeast quarter (SW $\frac{1}{4}$ NE $\frac{1}{4}$), Section
7, Township 32 South, Range 7 East, containing 2.84 acres, more or
less, in the County of El Paso, State of Texas; and,

WHEREAS, The United States desires immediate possession
of the land herein described for use in the construction of the El
Paso Middle Drain; and,

WHEREAS, the Contractor is the owner of the improvements
on said described land;

NOW, THEREFORE, in consideration of the sum of Two hundred
fifty and 00/100 (\$250.00) Dollars, the value of said improve-
ments, to the contractor in hand paid by the United States, the re-
ceipt of which is hereby acknowledged, the contractor hereby waives,
and releases the United States from any and all claims of whatever
nature by reason of the damage that the contractor has suffered or
may hereafter suffer as a result of the operations of the United
States Reclamation Service on said tracts of land as described in
the quitclaim deed herein referred to.

Correct as to Engineering Data

Article 1. 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 Middle 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.

Article 2. The contractor 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 percentage 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 percentage; 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.

ARTICLE 3. 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 is not made, the contractor hereby releases the United States from all liability due to the failure of Congress to make such appropriation.

ARTICLE 1 For and in consideration of the faithful performance of this contract, the contractor shall be paid

ARTICLE 3 No interest in this agreement shall be transferred by the contractor to any other party, and any such transfer shall cause annulment of the contract so far as the United States is concerned; all rights of action, however, for breach of this contract are reserved to the United States, as provided by section 3737, Revised Statutes of the United States.

ARTICLE 4 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 5 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 J. H. Lannon

Project Manager, U. S. R. S.

Mrs. J. L. James by Horace B. Stevens

Atty. in Fact,

E. G. James

P. O. address

Care H. B. Stevens
El Paso Texas

Approved:

Chief of Construction.*

(Date) _____, 191

*The approval of the Chief of Construction is not required if he executes the contract in person.

AFFIDAVIT OF DISINTERESTEDNESS.

STATE OF _____

COUNTY OF _____

ss:

I do solemnly swear (or affirm) that the copy of contract hereto annexed is an exact copy of contract made by me personally, with _____; that I made the same fairly without any benefit or advantage to myself, or allowing any such benefit or advantage corruptly to the said _____ or any other person; and that the papers accompanying include all those relating to the said contract, as required by the statute in such case made and provided.

_____, U. S. R. S.

Subscribed and sworn to before me at _____

[OFFICIAL SEAL.]

this _____ day of _____, A. D. 191. My commission expires _____

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

INSTRUCTIONS.

1. Every contract for construction or repair of a public work is required by law to be supported by bond.
2. The post-office address of the Contractor must appear in the contract, all dates plainly given and blanks carefully filled, and all particulars and conditions stated as fully and as clearly as practicable.
3. Erasures, interlineations, or other irregularities must be explained over the signature of the parties to this agreement.
4. Only one copy of a contract should be executed, unless the Contractor desires an executed copy for his files, in which case the contract may be executed in duplicate.
5. A contract with a firm should describe the Contractor in the preamble as: "_____, partners, doing business under the firm name and style of _____," the names of all members of the firm being inserted. The signature of the firm name at the end will be sufficient.
6. A contract with a corporation should describe the Contractor in the preamble as: "_____ a corporation duly organized under the laws of the State (or Territory) of _____." The signature should be in the following form: "_____ by _____" (giving official designation) and the corporate seal should be affixed.
7. A certificate under seal of the company that the officer signing the contract is authorized to do so should accompany the contract. If the corporation has no seal the certificate should state that fact. Such certificate of authority once filed will not be required in a subsequent contract if it bears a reference to the case in which it was furnished.*
8. In the execution of this contract the names of the parties should be signed in the usual manner and as written in the body of the instrument.

*The engineer may, in his discretion, waive this requirement, and in that event he will file with the contract his certificate to the effect that the officer signing for and on behalf of the corporation is known to him to be the officer who acts in that capacity for the corporation.

WITNESSES:

1. J. T. James of Missouri R. Co.

2. J. T. James of Missouri R. Co.

BY

THE UNITED STATES OF AMERICA

PROBATION

BEFORE ME, _____, the holder of the said office, the said _____, and _____, first

presented to me the said _____, the holder of the said office, and _____, first

presented to me the said _____, the holder of the said office, and _____, first

presented to me the said _____, the holder of the said office, and _____, first

presented to me the said _____, the holder of the said office, and _____, first

presented to me the said _____, the holder of the said office, and _____, first

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presented to me the said _____, the holder of the said office, and _____, first

presented to me the said _____, the holder of the said office, and _____, first

presented to me the said _____, the holder of the said office, and _____, first

Revised June 1919.

DEPARTMENT OF THE INTERIOR

UNITED STATES RECLAMATION SERVICE

R10 **Crane** **Project** **Time** **Box** **IAN 24-20**
 (Place) (Place)

Project Manager to Chief of Construction, thru District Counsel.

Subject: Forwarding for approval contract dated 10/10/52 of contract A-32

With Mrs. James B. Stevens at the residence of Horace B. Stevens at 100 Bond St. Boston, Mass. on the 25th of January, 1919.

Estimated amount involved, \$ 250.00 Authority No.

A. Accompanied by bond and 2 copies _____ or Clearing Acct.

Purpose: The Office in which the subject performs will determine the nature of the assignment.

INSTRUCTIONS

Advise Project Manager at El Paso, Tex. (Post office and State)
 District Chief of Construction, Denver, Colo.
 Counsel at El Paso, Tex. (Post office and State)
 and
 execution
 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. Feb. 4, 1920

Denver, Colo.
~~Director~~ of Construction to Director:
 It is recommended that the above described contract be
 executed
 approved and signed by my formal letter,
 Inclosures: " 2 " " contract,
 " Cert. of Necessity etc.
 1 copy of cert. re power of attorney.

(SEE REVERSE)

F. E. Weymouth.

(Signature)

executed
Contract approved and bond, if any, approved by **MORRIS BIEN**
on **MAR 10 1920** **accepted** *Assistant to the Director*

COPIES OF CONFIDENTIAL
COPIES OF JOHN JEFFREY OF BIRMINGHAM

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

El Paso, Tex. JAN 24 - 20, 19

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

Subject: Forwarding ~~contract for approval~~ **quitclaim for acceptance and**
deeds **filing.**
Agreement dated Oct. 25, 1919 **Rio Grande** Project

Executed on behalf of U. S. by **Mrs. J. L. James (by Horace E. Stevens**
Atty. in Fact) and **W. M. James**
United States of America

Estimated amount involved, \$ **0**

Authority No. **6-6**
or clearing acct.

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

Purpose:

(See instructions on back.)

Donation of right of way for 3.02 acres for Middle Drain.

Two tracts 0.18 & 2.84 acres.

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

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

at **El Paso, Tex.** **of the approval of the above**
Encl. **L. M. Lawson**
Orig. deed
Cert. as to Title
1 Blueprint.

Project Manager.

Denver, Colo., , 19

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

Inclosures:

Chief of Construction.

Washington, D. C.

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

on **MAR 10 1920**

MAR 10 1920

MORRIS BLEN

Assistant to the Director

JAN 30 '20 7491

May 19, 1920.

Acting Chief of Construction,

Director, Washington.

Contract with Mrs. J. L. James and E. G. James dated
Oct. 25, 1919, settlement for improvements on land -
Rio Grande Project, New Mexico-Texas.

1. Reference is made to:

Letter dated February 13, 1920, from Assistant
to the Director to Project Manager, subject: "Quit-
claim deed dated Oct. 25, 1919, by Mrs. J. L. James
(by Horace B. Stevens, attorney in fact) and W. M.
James for donation of right of way - Rio Grande
Project", copy to this office;

Letter dated February 19, 1920, from Project
Manager to the Director, same subject, copy to
this office;

Letter of March 16, 1920, from Project Manager
to Director, copy to this office, accompanied by
copy of certificate as to delay, of the same date; and

Blueprint 26-1110 L49, April 1919.

2. It appears that all of the requirements made
by this office on the reverse of the form letter of
transmittal have been complied with, except the record
does not show that a copy of the form letter containing
the notice of the acceptance and filing of the deed in
the Washington office, which is the basis for the con-
tract, has been furnished.

3. When this notice has been received, the
record of the Denver office will be complete;

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

CHAS. P. WILLIAMS

MAR 25 1920

Assistant to the Director

Chief of Construction.

Contract formal with Mrs. J. L. James and E. G. James dated Oct. 25, 1919, settlement for improvements on land - Rio Grande Project, New Mexico-Texas.

1. Your letter of May 19, 1920, relative to the above subject is acknowledged.
2. In compliance with paragraph 2 please find enclosed herewith copy of form letter of advice of the approval of the above mentioned contract.

encl.

M. B. Brien

CC -P.M., El Paso, Texas.
D.C., El Paso, "

CERTIFICATE AS TO DELAY

This is to certify that delay in forwarding contract with Mrs. J. L. James and E. G. James dated October 25, 1919, was caused by the time consumed in having deed running from same parties of same date recorded in the El Paso County official records: it ~~not~~ being the routine ^{not} to forward said contract until said deed ^{is} duly recorded and ready for transmittal for acceptance.

L. M. Lawson
Project Manager.

El Paso, Tex.

March 16, 1920.

El Paso, Tex. March 16, 1920.

Project Manager

Director, Washington, D. C.

Contract with Mrs. J. L. James and E. G. James dated Oct. 25, 1919, settlement for improvements on land - Rio Grande Project, New Mexico - Texas.

1. Receipt is acknowledged of form letter of transmittal relating to above described contract and carrying approval of same by Assistant to Director dated March 10, 1920. I have read the notes on back of this form letter of transmittal and wish to supply the following information relative thereto.

2. The deed was forwarded direct to the Washington office. Hereafter we will make an extra copy of all deeds and forward same through the Denver office, as the work involved is probably warranted in order to carry out the existing routine. You will appreciate, of course that numbers of these deeds were prepared with only one carbon copy prior to instructions that such papers be forwarded through the Denver office.

3. One copy of certificate by Harvey was forwarded to your office with the deed. The original of this certificate has been retained here with the intention of forwarding it with the voucher when the same is signed as voucher will also have to be signed by Horace B. Stevens, as attorney for Mrs. J. L. James, and this will be done. It was thought that it would be the best plan to have a signed counterpart of this certificate go forward with each set of papers.

4. A certificate as to delay in forwarding is inclosed herewith. This delay was caused by time necessarily consumed in leaving the deed at the County Recorder's office for recordation, as the contract is not forwarded until the deed is received from the County Recorder's when it may be also forwarded. A delay in such cases is invariably the rule for the same reason and it has not been customary to send a certificate as to delay in this class of cases.

5. A blueprint accompanied the deed forwarded to

your office. An extra blueprint is inclosed herewith to be filed with the contract in case your records are not complete.

- - -

L. M. Lawson

Encl.
Cert. as to Delay ~~with one copy.~~
1 Blueprint.

Encls. to Denver office.
Copy of Cert. as to delay.
1 Blueprint.

CC - C. of C. ✓
D. C. El Paso.

El Paso, Texas, February 19, 1920.

From Project Manager

To Director and Chief Engineer, Washington.

Subject: Quitclaim deed dated October 25, 1919, by Mrs. J. L. James (by Horace B. Stevens, attorney in fact), and W. M. James, for donation of right of way - Rio Grande project.

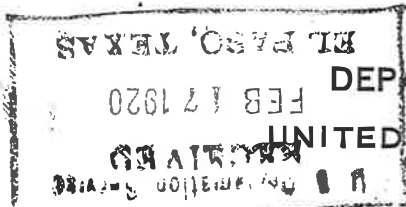
1. Receipt is acknowledged of letter of the 13th instant from Assistant to Director.

2. The above described deed has been corrected as to the land description and initialed by the grantors, and proper notation made in the county records, and the deed and related papers are returned herewith. These papers are sent direct to your office in accordance with instructions contained in letter of September 8, 1919, from Director to Chief of Construction, as the deed was prepared and the negotiations with the grantors closed prior to the issuance of C. L. 847.

L M LAUSON

incls. Orig. deed.
3 copies form letter transmittal.
cert. as to title.
cert. in ref. power of atty.
1 blueprint.

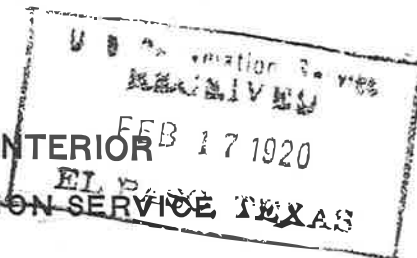
Copy to C. of C.
D. C. El Paso.



DEPARTMENT OF THE INTERIOR

UNITED STATES RECLAMATION SERVICE, TEXAS

WASHINGTON, D. C.



From Assistant to the Director

FEB 13 1920

To Project Manager, El Paso, Texas.

Subject: Quitclaim deed dated Oct. 25, 1919, by Mrs. J. L. James (by Horace B. Stevens, attorney in fact) and W. M. James for donation of right of way, Rio Grande Project.

1. Receipt is acknowledged of the above mentioned quitclaim deed transmitted with your form letter dated Jan. 24, 1920, for acceptance.

2. This deed was not transmitted through the Denver office in accordance with the instructions in Circular Letter No. 847.

3. In checking the description of the land conveyed to the United States in tract No. 1, it is found that the distance given as "70.7 feet" (in line 13) should be "83.9 feet", which is the length of the south side of the triangular tract as shown on the blue print.

4. This error should be corrected, the correction initialed by the grantors on the margin of the deed, and the correction noted on the county records. After this has been done, submit the deed for acceptance through the Denver office in accordance with the instructions of circular letter No. 847.

5. We are also in receipt of contract dated Oct. 25, 1919, with the above mentioned parties, transmitted with your form letter of Jan. 24, 1920, covering settlement for improvements on the 2.84 acres of land donated. Approval of the contract will be held in abeyance awaiting return of the corrected deed.

Morris Linn

Encs. Deed

3 copies of form letter of transmittal.

Blue print.

Certificate re. power of atty.

" " title.

Copy to D. C., El Paso, Tex.

" " C. of C.

THIS IS TO CERTIFY That I have personally examined the official records of El Paso County, Texas, and find that a certain power of attorney, in due legal form, recorded in Book 176 of Deeds, page 534, signed by J. L. James and W. M. James, her husband, dated August 27, 1917, granting full power to Horace B. Stevens, to act in the legal capacity of said (Mrs.) J. L. James, and granting power to said Horace B. Stevens, among other things--

"To contract for the sale and conveyance of any and all land or interest therein now belonging or hereinafter to belong to her in El Paso County, Texas, upon such terms as the said Horace B. Stevens may deem best. And we do hereby authorize and empower the said Horace B. Stevens, for the said Mrs. J. L. James, and in her name, place, and stead, to execute all conveyances and instruments of every name and nature that the said Horace B. Stevens may deem advisable in order to convey any lands or interest therein belonging to the said Mrs. J. L. James, and situate in El Paso County, Texas."

I further certify that no revocation of this power is, at the date of this certificate, of official record in El Paso County, Texas, and that upon personal inquiry I cannot find any grounds for believing that any revocation exists.

This certificate is made in four counterparts, to accompany-- quitclaim deed running from Mrs. J. L. James, By Horace B. Stevens, Attorney in Fact, and W. M. James, to the United States, dated October 25, 1919, conveying one tract of land of 4.25 acres, as therein described.

Quitclaim deed of same date and parties, conveying two tracts of land containing 0.18 acre and 2.84 acres.

Contract between the United States and Mrs. J. L. James, By Horace B. Stevens, Attorney in Fact, and W. M. James, dated October 25, 1919, concerning the money payment to be made for improvements upon the land conveyed by the quitclaim deed above last described.

Voucher to follow in due course covering above described payment in accordance with contract.

C F HARVEY

Clerk.

El Paso, Texas,
November 5, 1919.

CPH:MEP

El Paso, Tex.

~~Oct. 30, 1919.~~ NOV 4 - 1919

County Recorder for El Paso County,
El Paso, Tex.

Dear Sir:

Transmitted herewith for official record,
donation deed dated Oct. 25, 1919 running from
Mrs. J. L. James (by Herace B. Stevens, Atty. in
Fact) and W. M. James to the United States.

Very truly yours,

C. F. Harvey

Asst. District Counsel.

CANAL Middle River COUNTY El Paso

1. Mailing address of each party W. M. James H.B.
Stevens Mills Building

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

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

2 1/2 Acres Alfalfa @ 100 - 250.00

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

5. State whether or not land is homestead 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):

Acreage 54 Acres: 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.
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.

Power atty
BK 178/534

No Structures

CERTIFICATE.

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

A tract of land in the Southeast quarter of the Southeast quarter, of Section Seven (7) Township thirty-two (32) South, Range Seven (7) East, United States Reclamation Service survey and in Socorro Grant and a second tract of land in the North half of the Southeast quarter and the Southwest quarter of the Northeast quarter of Section Seven (7), Township Thirty-two (32) South, Range Seven (7) East United States Reclamation Service survey and Socorro Grant, in El Paso county, Texas, more particularly described in quitclaim deed dated October 25, 1919 running from Mrs. J. L. James (by Horace B. Stevens, Atty. in Fact) and W. M. James to the United States of America:

That the tax records of said county indicate Mrs. J. L. James and W. M. James the reputed owners, to be the actual owners; *The land being the separate property of Mrs. J. L. James* 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,

Oct. 25, 1919.


Asst. District Counsel.

CERTIFICATE.

I HEREBY CERTIFY That the rights and property described in the agreement dated October 25, 1919, with J. L. James and E. G. James are required for purposes authorized by the act of June 17, 1902 (32 Stat. 388), namely, as right of way for the middle drain, a part of the Rio Grande project; that the consideration to be paid thereunder, \$250 (for stand and crop of alfalfa on 2½ acres, valued at \$100 per acre), is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

It is further certified that, while the Donation deed granting to the United States the land upon which the above described improvements are located, was signed by Mrs. J. L. James and her husband, the latter signing merely in compliance with the Texas law on the subject, Mrs. J. L. James holds the entire beneficial interest in the property, and E. G. James was joined in the contract, as he has an arrangement with Mrs. J. L. James for care and cropping of the land whereby he has acquired an interest in the stand of alfalfa for which settlement is here being made.

L. H. LARSON

El Paso, Texas,
October 25, 1919.

Project Manager.