

28

SCHAEFER, J. J. et. ux. Louise

WARRANTY DEED

(137) MIDDLE DRAIN

0023-0074-0035-00

13-(39) TEXAS

28C

THE STATE OF TEXAS)
COUNTY OF EL PASO)

KNOW ALL MEN BY THESE PRESENTS:

That we, J. J. Schairer, and Louise Schairer, husband and wife, _____ of the County of El Paso, State of Texas, in consideration of the sum of Five hundred sixty and 00/100 (\$560.00) DOLLARS, to us in hand paid by the United States of America pursuant to the Act of Congress of June 17, 1902 (32 Stat., 388) and acts amendatory thereof and supplemental thereto, the receipt of which is hereby acknowledged have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said _____ the United States of America _____

all that certain tract or parcel of land, lying in the County of El Paso and State of Texas and more particularly described as follows,

to-wit: A tract of land in the southeast quarter of the northwest quarter (SE $\frac{1}{4}$ NW $\frac{1}{4}$) and the northeast quarter of the southwest quarter (NE $\frac{1}{4}$ SW $\frac{1}{4}$) and the northwest quarter of the southeast quarter (NW $\frac{1}{4}$ SE $\frac{1}{4}$) of Section Seventeen (17), Township Thirty-two (32) South, Range Seven (7) East, United States Reclamation Service survey, being also in the Socorro Grant, and more particularly described as follows: Beginning at a point on the property line between land of the Grantor herein and A. J. Crockett from which point the northwest corner of said Section Seventeen (17) bears North 33°59'30" West, two thousand five hundred three and one tenth (2503.1) feet; thence South 19°55' East, three hundred one (301.0) feet; thence to the left along a one thousand seventy-six and three tenths (1076.3) feet radius curve tangent to the last course a distance of one thousand twenty-eight and one tenth (1028.1) feet based on 100 ft. chord lengths; thence South 74°40' East, five hundred fifty-nine and eight tenths (559.8) feet to a point on the property line between land of the Grantor herein and the Worsham Estate; thence along said property line South 70°34' West, two hundred ten and four tenths (210.4) feet; thence North 74°40' West, three hundred eight-seven (387.0) feet; thence to the right along a one thousand one hundred ninety-six and three tenths (1196.3) feet radius curve tangent to the last course a distance of five hundred thirty-two and two tenths (532.2) feet to a point on the property line between land of the vendor herein and A. J. Crockett at which point the tangent to said curve bears North 49°10' West; thence along said property line North 34°56' West, four hundred two and one-tenth (402.1) feet to the northeast corner of land of said A. J. Crockett; thence along property line between land of vendor herein and said A. J. Crockett North 87°49' west, thirty-seven and three-tenths (37.3) feet to a point on a one thousand one hundred ninety-six and three tenths (1196.3) feet radius curve, and the tangent to the curve at said point bears North 28°40' West; thence to the right along said curve a distance of one hundred eighty-two and six-tenths (182.6) feet based on

Correct as to Engineering Data

S. M. H.

THE STATE OF TEXAS,

COUNTY OF EL PASO.

A Notary Public

BEFORE ME, Brooks Dalton

in and for El Paso, County, Texas, on this day personally appeared

J J Schairer

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 17th day of November A. D. 1919

Brooks Dalton

Notary Public in and for El Paso County, Texas.

THE STATE OF TEXAS,

COUNTY OF EL PASO.

A Notary Public

BEFORE ME, Brooks Dalton

in and for El Paso, County, Texas, on this day personally appeared

Louise Schairer

wife of J J Schairer

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

Louise Schairer acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this 17th day of November A. D. 1919

Brooks Dalton

Notary Public in and for El Paso County, Texas.

THE STATE OF TEXAS,

COUNTY OF EL PASO.

I, D Greet

Clerk of the County Court

of said County do hereby certify that the above instrument of writing, dated on the 17 day of November A. D. 1919 with its certificate of authentication, was filed for record in my office this 21 day of Novr A. D. 1919, at 9:19 o'clock A. M. and duly recorded the 28 day of Novr A. D. 1919 at 10:33 o'clock A. M. in the records of said County, in Volume 535 on pages 538

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

D Greet

Clerk, County Court,

By Deputy.

WARRANTY DEED

Single and Wife's Separate Acknowledgment

Filed for record 1919

at o'clock M.

Clerk, County Court, El Paso County, Tex.

By Deputy.

ELLIS BROS. PRINTING CO., EL PASO

THE STATE OF TEXAS,
COUNTY OF EL PASO.

KNOW ALL MEN BY THESE PRESENTS:

of the County of El Paso, State of Texas, in consideration of the sum of _____ DOLLARS,

to _____ in hand paid by _____

the receipt of which is hereby acknowledged
has _____ Granted, Sold and Conveyed, and by these presents do _____ Grant, Sell and Convey unto the said

of the County of _____ and _____ of _____, all that certain
tract or parcel of land, lying in the County of El Paso and State of Texas and more particularly described as
follows, to-wit: _____

100 ft. short length; thence North 19°55' West, one hundred
twenty-one (121.0) feet to a point on the property line between
land of the Grantor herein and said A. J. Crockett, thence along
said property line North 13°47' East, two hundred sixteen and
three tenths (216.3) feet to the point of beginning; said tract
of land containing four and sixty-two hundredths (4.62) acres,
more or less.

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and ap-
purtenances thereto in anywise belonging, unto the said _____

The United States of America, and its

~~heirs and~~ assigns forever; and ~~we~~ do hereby bind ~~ourselves, our~~ heirs, executors and adminis-
trators, to Warrant and forever Defend, all and singular, the said premises unto the said _____

The United States of America, and its

~~heirs and~~ assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

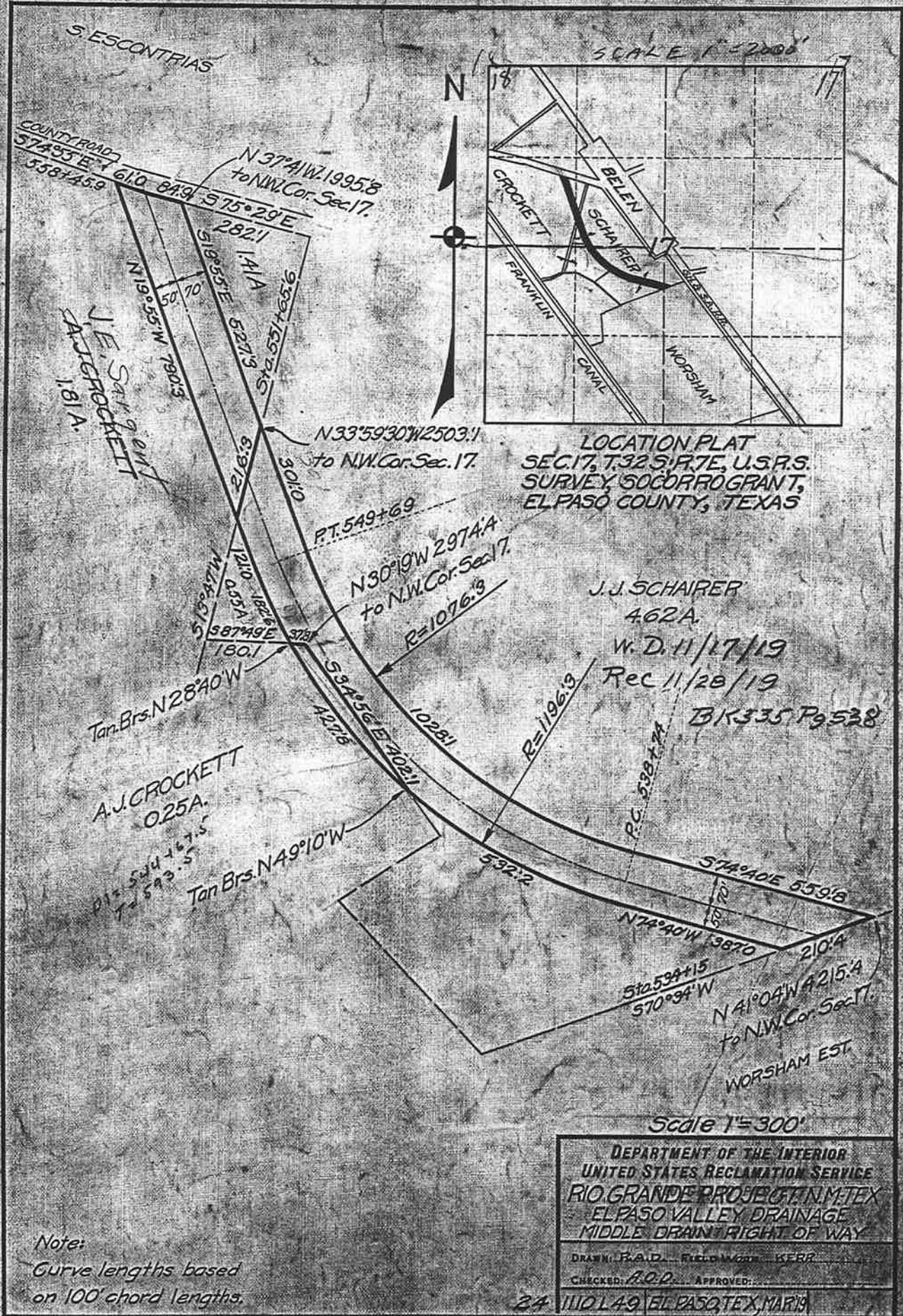
WITNESS ~~our~~ hand _____ at Clint, Texas this 17th day of
November, A. D. 1919.

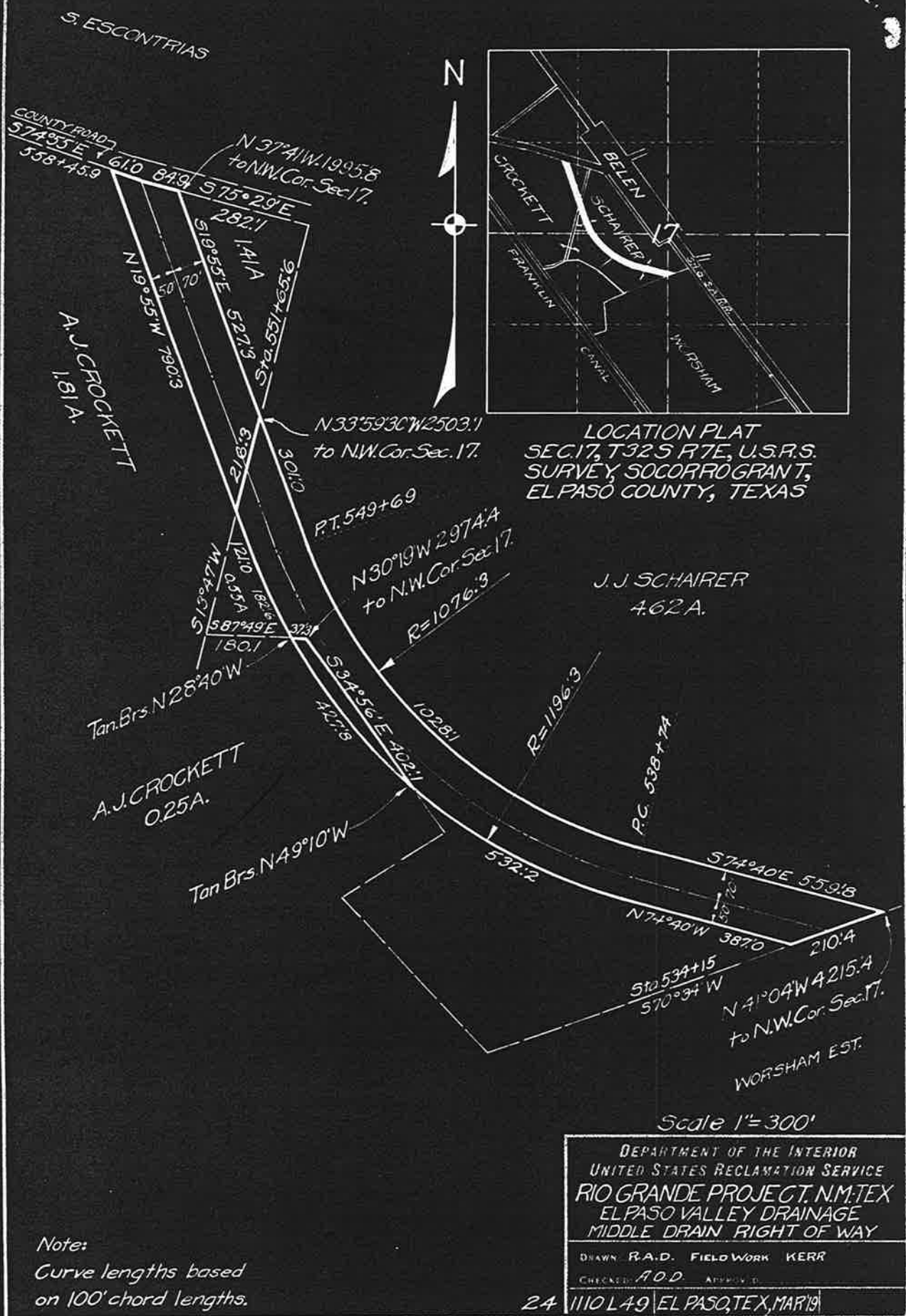
Witnesses at Request of Grantor

J J SCHAIRER

LOUISE SCHAIRER

COPY OF RECORD
THE STATE OF TEXAS





El Paso, Texas, March 25, 1919.

Mr. J. J. Schairer,

Olint, Texas.

Dear Sir:

Enclosed herewith is plat showing location of the land required for the El Paso Valley Middle Drain through your land at Helen, Texas.

This land has been appraised according to regulations by a member of the El Paso Valley Water Users' Association and a representative of the Reclamation Service, and we can allow you for same a cash consideration at the rate of fifty dollars per acre for the land required for the drain; also for the small fraction out off from the main tract.

In addition, we will construct a standard farm bridge across the drain at a point you may select.

Very truly yours,

U. S. RECLAMATION SERVICE

By L. H. LANSON

Project Manager.

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

WASHINGTON, D. C.

From Assistant to the Director MAY 16 1919
To Project Manager, El Paso, Texas.
Subject: Contract April 7, 1919, with J. J. Schairer - Land description -
Rio Grande Project.

1. The above contract for purchase of right of way for El Paso Valley Middle Drain was approved on May 13, 1919, and you have been notified of such approval in the usual formal manner.

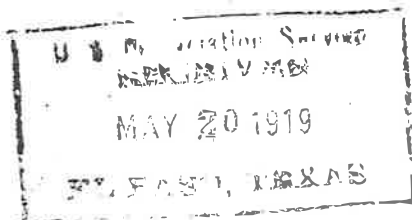
2. It is suggested that in preparing the conveyance for transfer of title the words "tangent to the last course" be omitted as such method of describing a curve is unnecessary. (See p. 183, par. 34 of the Manual)

3. The original contract has been forwarded to the District Counsel for recording and further appropriate action.

Norman Lien

Copy to C. of C.

*Noted & W.H.K. 5/21/19
A.O.D. "*



El Paso, Texas, July 12, 1919.

From: District Counsel.
To: Director and Chief Engineer, Washington.
Subject: Contract for purchase of land from J. J. Schairer, dated April 7, 1919-Rio Grande project.

1. Reference is had to above described contract, which was forwarded with form letter of transmittal dated April 11, 1919, also the letter of May 16, 1919, from Assistant to Director to Project Manager making a slight correction in regard to land description and stating that the contract had been forwarded to District Counsel for record and further appropriate action.

2. Our files disclose the fact that the original contract is not contained therein and we have no copy of the letter of transmittal to the county recorder, or return copy of form letter of transmittal showing approval of the contract by your office. In view of these facts we are under the impression that the contract has not been returned for record and further action. We have made diligent search and fail to find it and request that your office look thru the files and see if the contract has actually been returned. Kindly advise us also of the date of approval of this contract.

PWDent by CPH

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

JUL 24 1919

From Assistant to the Director

To District Counsel, El Paso, Texas.

Subject: Contract of April 7, 1919, with J. J. Schairer- Land
Purchase- Rio Grande Project.

1. In response to your request of July 12, 1919, for the return of above original contract, which supposedly had been sent you on May 13, 1919, said original was forwarded to you on July 19.

2. I desire to explain that said contract with accompanying form letter bearing notation of date of approval was properly marked for forwarding to the field, but through some inadvertence was not sent out by the Mails & Files Division.

3. This contract was returned for recording and further appropriate action.

Morris R. ...

Copy to P. M. El Paso, Tex.
" " C. of C.

El Paso, Texas, July 26, 1919.

County Clerk for El Paso County.

El Paso, Texas.

Dear Sir:

Transmitted herewith for official record is agreement
to sell made between J. H. Schairer and the United States,
dated April 7, 1919.

Very truly yours,

G F HARVEY

Assistant District Counsel.

incl.

El Paso, Texas, July 26, 1919.

Mr. J. J. Schairer,

Clint, Texas.

Dear Sir:

We have received approval of your agreement to sell land for the middle drain, the amount named in this contract being \$560. This is the land near Belen between the G. H. & S.A. and the Franklin canal. We understand that you have an abstract of title available for our use in securing the title guaranty which is to issue on this purchase, and if you can put us in possession of this abstract we will at once take further steps to complete the transaction.

Thanking you for early attention to this matter,

Very truly yours,

C F HARVEY

Assistant District Counsel.

El Paso, Texas, November 13, 1919.

Mr. J. J. Schairer,
Clint, Texas.

Dear Sir:

The Pioneer people advise us that they have examined title to the land crossed by the middle drain, where the United States made contract for 4.62 acres, with payment of \$560, and that they are ready to issue title certificate. Looking to this end, we are inclosing herewith a warranty deed running to the Government, which please execute and return. A United States internal revenue stamp for \$1 will be required on the deed.

There is also inclosed an affidavit as to possession of this land, which please sign and return. A second affidavit is also inclosed relating to the land crossed by the Clint spur drain, which should also be signed and returned.

We trust that within a very few days all of these title certificates will be ready for delivery, and assure you that the cases will be vouchered as soon as possible.

Thanking you for your attention, we are,

Very truly yours,

C F HARVEY

incls.

Asst. District Counsel.

Please have Mrs. Schairer join in the deed, and also insert in affidavits number of years you have been in possession.

El Paso, Texas, August 25, 1919.

Mr. J. J. Schairer,

Clint, Texas.

Dear Sir:

With reference to our letter of July 26 requesting abstract of title for land to be purchased for the middle drain, we are as yet without an answer.

It is possible that you took this matter up direct with the Pioneer Company, who are to issue title guaranty and for the use of which company the abstract of title was desired.

Kindly advise what was done in this matter, and if the abstract has not been delivered, we suggest prompt action, as it is impossible to go further with the transaction until we have the abstract.

Very truly yours,

C F HARVEY

Asst. District Counsel.

El Paso, Texas, November 20, 1919.

County Clerk for El Paso County,

El Paso, Texas.

Dear Sir:

Transmitted herewith for official record is warranty deed dated November 17, 1919, from J. J. Schairer and wife to the United States.

Very truly yours,

C F HARVEY

Asst. District Counsel.

incl.

El Paso, Texas, January 13, 1920.

Mr. J. J. Schairer,

Clint, Texas.

Dear Sir:

We are to-day in receipt of title guaranty for the 4.62 acres taken for the middle drain.

Settlement can now be made for this land purchase as soon as the taxes are paid, and the tax certificate shows the following to be due (as upon Survey No. 121, Socorro Grant, "owner unknown"):

1907	\$0.99
1912	6.23
1913	7.92
1914	7.71
1915	10.75
1916	11.68
1917	10.50
1918	10.88
1919	12.38

--with costs, interest, and penalties to add.

It is possible for the Reclamation Service to pay taxes due and make a deduction therefor, but before doing so we desire to have the approval of the landowner for this procedure, and some expression to the effect that the particular amounts as set forth in the tax statement are correct and satisfactory to the party against whom they are made a charge.

Kindly advise of your further wishes in this matter, and we shall be glad to proceed accordingly.

Very truly yours,

P W DEET

District Counsel.

El Paso, Texas, November 20, 1919.

Pioneer Abstract and Guarantee Title Company,
El Paso, Texas.

Gentlemen:

Inclosed is application for title certificate covering 4.62 acres of land to be purchased from J. J. Schairer for a consideration of \$560. This purchase is the third from the same party, the other two being mentioned in our letter of September 3.

We are to-day sending warranty deed for record, this deed running from Mr. Schairer and his wife and being dated November 17, 1919, and with this accomplished we understand that your legal department is satisfied as to title.

Very truly yours,

C P HARVEY

Asst. District Counsel.

incl.

El Paso, Texas, March 2, 1920.

From Project Manager

To Chief of Construction, Denver.

Subject: Voucher covering payment to J. J. Schairer under agreement to sell dated April 7, 1919 - Rio Grande project.

1. I am in receipt of the voucher and papers relating to the above described land purchase, which papers were sent for payment by the fiscal agent in the Denver office. No letter of explanation accompanies these papers, but there is attached thereto an unsigned memorandum. It is supposed that my comments are required upon the matters discussed in this memorandum.

2. The word "vendor" in land transfers is so nearly synonymous with "grantor" that it seems a waste of words to discuss the matter with reference to the binding effect of the deed.

3. As to payment of taxes, the right of way taken by the Government is a part of Survey 121 of the Socorro Grant; otherwise, the title company would not have embodied a tax certificate in the document concerning this land. Mr. Schairer, the vendor, had the taxes remitted, as there appears to have been a double assessment. See statement to this effect by tax collector under date of February 6, 1920, which is subsequent to the date of the original tax statement.

4. Please see my letter of even date regarding land purchase from F. C. Belt, for such remarks as may apply generally to land purchases covered by title certificates. All papers returned herewith. Anything your office can do to hasten payment in this case will be greatly appreciated.

Copy to Dr.
D. C. El Paso.

L M LAWSON

incls.

Memorandum.

2 copies letters.

Memorandum by D. C.

2 blueprints.

Deed and 1 copy.

Origl. contract.

Possessory affidavit.

Voucher and 3 copies.

Title guaranty

Notary's com.
exp. June 1, 1921.
See letter
Jan. 24, 1920,
D. C. to Dr.
Deed was ex.
prior to this
correspondence.

without unnecessary investigation or for any other valid reason, an affidavit by the vendor showing that the taxes paid are levied upon lands a part of which he is offering to the United States under contract in that given case, will be accepted. Therefore, the disbursing officer will be authorized to pay the voucher in this case and transmit it in the usual way with the papers required by the Reclamation Manual, including the copy of this letter.

A. P. Davis

Inclosures:

Memorandum by Mr. Hoddie, dated Feb. 28, 1920;
Copy of Chief Counsel's letter of June 26, 1918;
Copy of Chief Counsel's letter of April 11, 1918;
District Counsel Dent's memorandum of April 7, 1918;
Blue print;
Original agreement to sell dated May 7, 1919;
Affidavit as to possession;
Original voucher and carbons;
Deed to the United States recorded;
Certificate by Pioneer Abstract and Title Company.

CC- Disbursing Officer
P. M., El Paso, Texas. ✓
D. C., " " " " ✓
Extra copy for voucher.

MAR 12 1920

Director

Chief of Construction, Denver, Colorado.

Payment for land being purchased from J. J. Schairer in the sum of \$545.00 under contract of April 7, 1919 - Rio Grande Project.

1. I have the disbursing officer's letter of March 6, 1920, upon the above subject. I have referred the question regarding the title to the land under consideration to the Chief Counsel who advises me that the showing accompanying the certificate of the Pioneer Abstract and Guarantee Title Company discloses a good title as reasonably satisfactory as is generally required for matters of this kind in connection with the Rio Grande Project.

2. The Project Manager's letter of March 2, 1920, in reference to this matter states that the right of way taken by the Government is part of Survey 121 of the Socorro Grant which statement is regarded by the Chief Counsel as sufficient certificate that the tax payments, shown as having been made, actually did cover the land being acquired from Mr. Schairer. However, in general, it is not always to be inferred that the land is a part of the land covered by the tax certificate merely because such certificates are sent by a title company along with its guarantee. Both the certificate issued by the Pioneer Abstract and Guarantee Title Company and the Stewart Guaranty Co. are, as this office believes, rather unsatisfactorily worded, as the Chief Counsel pointed out in reference to the Stewart certificate in his letter of June 26, 1918, with regard to disputes over boundaries and questions of adverse possession. So far as all the papers in this case disclose outside of the Project Manager's recent letter, the land on which the taxes were paid might be the land involved in a boundary dispute, liability on account of which the face of the title certificate expressly repudiates. Therefore, it is requested that hereafter there be in connection with a possessory certificate, and yet on a separate sheet of paper, a statement by someone competent, showing whether or not the taxes paid upon certain lands include the lands being purchased under the contract in a given case, where not so identified upon the face of the tax officer's receipt or certificate. If no officer or employee of the Reclamation Service can make such statement

March 17, 1920.

Acting Chief of Construction,

Director, Washington.

Payment for land being purchased from J. J. Schairer in the sum of \$545.00 under contract of April 7, 1919 - Rio Grande Project.

1. Your letter of March 12 has been received.
2. As directed, the voucher, with related papers, will be handed to the Disbursing Officer for payment.
3. Of the enclosures listed on your letter, please be advised that the following were not received:

Memorandum of Mr. Roddis dated February 28, 1920,

District Counsel Dent's memorandum dated April 7, 1918.

4. Please be further advised that two copies of blueprint 1110 L49, El Paso, Texas, March '19, were received.

5. Also, please be further advised that the agreement to sell is dated April 7, 1919, and not May 7, 1919, as stated in the list of enclosures on your letter.

CC - D.O., El Paso, Texas, ✓
F.M., El Paso, Texas.

CHAS. P. WILLIAMS.

MAR 24 1920

Assistant to the Director,

Chief of Construction.

Land Acquisition - Payment of voucher in favor of J. J. Schairer in the sum of \$545.00 - Rio Grande Project, New Mexico-Texas.

1. I have the Acting Chief of Construction's letter upon the above subject dated March 17, 1920. The memorandum of Feb. 28, 1920, by Mr. Roddis was not returned intentionally. It is not a part of the papers that should be filed with the voucher. District Counsel Dent's memorandum of April 7, 1918, was also intentionally not returned to your office.

2. Our files should have a copy of the agreement to sell, but there appears to be none in the folder dated April 7, 1919; neither is there any dated May 7, 1919. There is a copy of agreement to sell dated July 11, 1919. In a letter dated Aug. 25, 1919, Mr. Dent writes in reference to a contract with this same party dated July 12, 1919, but it is noted that the consideration is only \$131.10, and on the same date he writes with reference to another contract dated July 11, 1919, consideration, \$439.50, so that as there appears to be no copy of May 7, 1919, it is assumed that your suggestion as to the correct date of the contract now under consideration as is found in paragraph 5 of your letter is correct.

3. Hereafter, when vouchers are submitted by field disbursing officer and it is found that the matter may properly be closed, the payment will be made in this office. This will save considerable handling of papers and avoid occasion for some confusion.

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

Morris R. R.

REPORT ON LAND AGREEMENT

DEPARTMENT OF THE INTERIOR UNITED STATES RECLAMATION SERVICE

INFORMATION relating to agreement made 3/7/19.

191 , with

J. J. Schairer, Clint, Texas.

for the purchase of land required for Middle Drain

purposes,

Project,

County,

1. State description and approximate area of land to be conveyed.

2. State nature, number, and date of entry by which it was acquired under public land laws, also date of final certificate and patent, if such have been issued.

Socorro Grant

3. State names of the owners, post-office addresses, and county and State of residence. Give names of wives and husbands; if unmarried, widow, or widower, so state.

J. J. Schairer, Clint, Texas.

Wife- Louise " " "

4. State who is in possession of the premises to be conveyed, or of any part thereof, and if a tenant, give his name and post-office address. If the land is held under a lease, state the general terms of the lease, and the date when the tenant is to give up possession.

Owner in possession.

5. Also state whether land is subject to right of way by virtue of contract with water users' association or other agreement.

Subject to R/W.

6. State how much of the land is under cultivation, to what kinds of crops, with area of each crop cultivated, and how much is not cultivated, but is capable of being brought under cultivation, as well as the general character of such land; also the condition and kind of improvements, if any. Give a detailed estimate of the value of all important improvements of the land, such as buildings; also the amounts and values of the several classes of land.

All has been in cultivation. Now being held as town lots.

7. If any portion of the land is irrigated, state what water rights go with the land and how much of the cultivated and how much of the uncultivated land is capable of irrigation.

Franklin Drain.

8. State the selling price of similar land in the vicinity.

\$ 125.00 to 175.00

9. State fully any other matters relative to the land or to the purchase that may be of interest to the Government, especially concerning possible injury or benefit to other portions of this tract.

Benifits only.

The above is a correct statement of the information procured.

Dated 4/7/19. 191

(Signature) Geo. W. Hoadley.

(Title)

In Charge of Negotiations.

Approved:

Project Manager.

INSTRUCTIONS.

The proper procedure in making purchases of lands under the Reclamation Act, in pursuance of the various rulings made by the Department of the Interior and the Department of Justice, is substantially as stated below, though, in some cases, deviations may be necessary in certain details. These instructions do not relate to withdrawn public lands to which there is a claim by reason of a settlement or entry made prior to withdrawal; in such cases the agreements for purchases of improvements should be entered into on Form 7-523. See Manual, 1913 edition, pages 233-237.

1. As soon as possible after it has been ascertained that the property will be required, the Project Manager should forward to the Director of the Reclamation Service the following papers:

(a) Form 7-276 or 7-277, contract of sale, or memorandum of terms of proposed purchase, together with two copies of the same, one for the Returns Office and the other for the Director. When the land is donated, use Form 7-277.

(b) Affidavit of disinterestedness.

(c) This Form (7-281), report on land agreement.

(d) Certificate that the land is necessary for the purposes authorized by the Reclamation Act and that the consideration agreed upon is reasonable, together with his recommendation that the agreement be approved. This certificate should also contain other valuable information relative to the transaction not given in Form 7-281.

(e) If the tract is described by metes and bounds, this report should be accompanied by a small sketch, with the boundary lines platted, showing all courses and distances and all references to public-land corners. (See Manual, Title, *Lands, Acquisition of*, pars. 11 and 23, pp. 227 and 231.)

2. When the agreement has been approved, the original will be returned to the Project Manager, who will immediately notify the vendor thereof and call upon him, if pursuant to said agreement, to furnish an abstract of title, which shall later be extended to include any instruments subsequently recorded in connection therewith and also the record of the conveyance made in pursuance of said agreement, also to procure and have recorded, where proper for record, all assurances of title and affidavits which may be necessary and proper to show clear, unincumbered title in him. This will fix the date from which time may be counted in favor of the United States for extension of the option as provided in the agreement, in case it be found necessary to do so. If the abstract contains a large number of entries it should be indexed, and if the title to a canal system is involved the abstract should be accompanied by maps showing said system and the lands affected thereby. The abstract, certificates, maps, contract, possessory certificate, and form of deed which it is proposed to execute, referred to in next paragraph, should be submitted to the local district counsel. For form of possessory certificate see also par. 20, of the Title, *Lands, Acquisition of*, in the Manual.

3. The ordinary form of warranty deed, or its equivalent, in general use will be acceptable to the Department, only one material change being required, viz, the insertion of the italicized words in the clause to the following effect usually found in such deeds: "For and in consideration of * * * dollars to him in hand paid in pursuance of the provisions of the act of June 17, 1902 (32 Stat., 388), by the said party of the second part," etc. The grantee or second party must be the United States, and the words "heirs, executors, administrators, successors," etc., when referring to the second party, should be stricken out, and the sentence should read "the party of the second part and its assigns." One copy of the proposed form of deed should be retained by the Project Manager, to be executed by the vendor after the title has been found acceptable. A quitclaim deed will be acceptable in case title in fee is not vested in the vendor.

4. When forwarding the title papers to the local district counsel the engineer should request that, if apparently in satisfactory form and sufficient, they be forwarded to the district counsel in charge of titles, with his opinion thereon, otherwise that they be returned, pointing out the defects and indicating how they may be remedied.

5. The district counsel in charge of titles will render an opinion upon the title, and thereupon all the papers will be returned to the local district counsel for action in pursuance of the findings of the opinion. After the title has been found satisfactory, the deed should be executed and recorded and the abstract extended to cover record of same, and also to cover payment of taxes, etc., found to be liens against the estate. Payment may then be made to the grantor, provided no further defects are revealed by the extension of the abstract. The voucher covering payment should be accompanied by the contract, abstract of title, deed, and official copy of opinion. In case the title is found to be imperfect, the papers will be returned for the necessary corrections, and the abstract should then be brought up to date and again submitted through the local district counsel as above for reexamination.

6. In the case of a desert-land entry, when the approval has been given of the purchase of the possessory rights of an entryman, the certificate of the recorder of land titles in the county where the land is situated should be obtained, showing that he has searched the records of his office, and stating whether any instrument of conveyance, assignment, or mortgage of the right obtained by the entry referred to there appears.

7. In the case of land covered by a homestead or desert-land entry where an entire legal subdivision is involved a relinquishment to the United States is sufficient, and a certificate should be obtained from the register and receiver of the local land office showing that the entry was valid and subsisting at the time of the relinquishment, and that it had been relinquished and canceled on the records of the land office. This

16. For a general discussion of this subject see pages 96 to 100 of Water-Supply Paper No. 93.

REPORT ON LAND AGREEMENT.

For purposes.

project.

Sec. T , R M .

Belonging to _____

County of _____

State of

Submitted by

Date 191

51-2-12
51-2-51

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

El Paso, Texas

APR 11 1919

, 19

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

Subject: Forwarding contract for approval.

Agreement dated April 7, 1919

Rio Grande Project

Executed on behalf of U. S. by L.M. Lawson, Project Manager.

With J.J. Schairer

Estimated amount involved, \$ 560.00

Authority No.

or clearing acct. 6-6

~~Accompanied by bond and two copies.~~

(Strike out if no bond transmitted.)

Purpose:

(See instructions on back.)

Purchase of right of way for El Paso Valley Middle Drain

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

Encls: Orig. & 3 copies contract

Orig. & 1 copy Cert. of recommendation

Orig. & 1 copy Report on land agreement

Orig. & 1 copy Report Board of Appraisal

~~Two blueprints~~

L.M. Lawson

Project Manager.

Denver, Colo., April 17, 1919.

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

Inclosures:

Orig. & 3 copies form letter.

" " " of contract.

" Certificate of necessity.

" Report on land agreement.

" Appraisal report.

1 Blue print.

F. E. Weymouth.

~~Acting~~ Chief of Construction.

6-4533

Washington, D. C., MAY 18 1919

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

Morris Bien, Acting Director, U.S.R.S. on MAY 18 1919

Original enclosed for RG for record, (L.M. Lawson)

AND FURTHER APPROPRIATE ACTION

Assistant to the Director

MORRIS BIEN, APR 21 '19 95047

*Indiscreetly
forwarded by
Mailbox Files*

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands the day and year first above written.

Witnesses :

J. J. Schairer

of _____

of _____

Vendor.

of _____

L.M. LAWSON

For and on behalf of the United States.

of _____

STATE OF TEXAS }
COUNTY OF ELPASO } ss :

I, Geo. W. Hoadley, a notary public

in and for said county, in the State aforesaid, do hereby certify that J. J. Schairer

who is personally known to me to be the person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he

signed, sealed, and delivered said instrument of writing as his free and voluntary act, for the uses and purposes therein set forth.

~~I further certify that I did examine the said~~

~~separate and apart from _____ husband, and explained to _____ the contents of the~~

~~foregoing instrument, and upon that examination _____ declared that _____ did voluntarily sign, seal, and acknowledge the same without any coercion or compulsion, and do not wish to retract the same.~~

Given under my hand and official seal, this 7th day of April, 1919.

[SEAL.]

Geo. W. Hoadley,

My commission expires June 1st, 1919. Notary Public.

Approved _____, 191_____

Project Manager

Approved May 27, 1910, by the
Secretary of the Interior.

Form 7-276
12-11

THIS AGREEMENT, made the 7th day of April

nineteen hundred and nineteen, between J. J. Schairer

and his wife, of El Paso

County, Texas, for him and his heirs, legal representatives, and assigns, hereinafter styled the vendor, and The United States of America and its assigns by

- - - L.M. LAWSON, Project Manager - - - United States Reclamation Service, thereunto duly authorized by the Secretary of the Interior, pursuant to the act of June 17, 1902 (32 Stat., 388),

WITNESSETH:

1. The vendor in consideration of the benefits to be hereafter derived from the construction of irrigation works through, upon, or in the vicinity of the lands hereinafter described, of the promises and covenants of the United States herein contained, and of the payment to the vendor by the United States of the sum of one (\$1.00) dollar, the receipt whereof is hereby acknowledged, does hereby agree, upon the terms and conditions hereinafter stipulated, to sell and by good and sufficient deed to convey to the United States of America the following-described real estate and property situated in

the county of El Paso State of Texas

A tract of land in the southeast quarter of the northwest quarter (SE $\frac{1}{4}$ NW $\frac{1}{4}$) and the northeast quarter of the southwest quarter (NE $\frac{1}{4}$ SW $\frac{1}{4}$) and the northwest quarter of the southeast quarter (NW $\frac{1}{4}$ SE $\frac{1}{4}$) of Section Seventeen (17), Township Thirty-two (32) South, Range Seven (7) East, United States Reclamation Service survey, being also in the Socorro Grant, and more particularly described as follows: Beginning at a point on the property line between land of the vendor herein and A. J. Crockett from which point the northwest corner of said Section 17 bears North 33°59'30" West, two thousand five hundred three and one tenth (2503.1) feet; thence South 19°55' East, three hundred one (301.0) feet; thence to the left along a one thousand seventy-six and three tenths (1076.3) feet radius curve tangent to the last course a distance of one thousand twenty-eight and one tenth (1028.1) feet based on 100 ft. chord lengths; thence South 74°40' East, five hundred fifty-nine and eight tenths (559.8) feet to a point on the property line between land of the vendor herein and the Worsham Estate; thence along said property line South 70°34' West, two hundred ten and four tenths (210.4) feet; thence North 74°40' West, three hundred eighty-seven (387.0) feet; thence to the right along a one thousand one hundred ninety-six and three tenths (1196.3) feet radius curve tangent to the last course a distance of five hundred thirty-two and two tenths (532.2) feet to a point on the property line between land of the vendor herein and A. J. Crockett at which point the tangent to said curve bears North 49°10' West; thence along said property line North

Correct as to Engineering Data
S.M.A.

34°56' West, four hundred two and one tenth (402.1) feet to the northeast corner of land of said A. J. Crockett; thence along property line between land of vendor herein and said A. J. Crockett North 87°49' West, thirty-seven and three tenths (37.3) feet to a point on a one thousand one hundred ninety-six and three tenths (1196.3) feet radius curve, and the tangent to the curve at said point bears North 28°40' West; thence to the right along said curve a distance of one hundred eighty-two and six tenths (182.6) feet based on 100 ft. chord lengths; thence North 19°55' West, one hundred twenty-one (121.0) feet to a point on the property line between land of the vendor herein and said A. J. Crockett; thence along said property line North 13°47' East, two hundred sixteen and three tenths (216.3) feet to the point of beginning; said tract of land containing four and sixty-two hundredths (4.62) acres, more or less.

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

The vendor expressly warrants that _____ ha^{his} employed no third person to solicit or obtain this contract in _____ 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 _____ ha 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 _____ hereunder; and that _____ hima not, in estimating the contract price demanded by _____, included any sum by reason of any such brokerage, commission, or percentage; and that all moneys payable to _____ hereunder are free from obligation to any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. _____ further agree 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 come due thereunder an amount equal to any brokerage, commission or percentage so paid or agreed to be paid.

AFFIDAVIT AS TO POSSESSION.

State of Texas, County of El Paso:

Before me, the Undersigned authority, this day personally came and appeared J. J. Schairer, to me well known, and who, after being by me duly sworn, did depose and say:

That he has been in actual, adverse, continuous, and exclusive possession of certain land, to wit: 4.626 acres in sec. 17, T. 32 S., R. 7 E., U. S. R. S. Survey, El Paso County, Texas, more particularly described in an agreement between himself and the United States of America dated April 7, 1919, for a period of ten years immediately preceding and including the date of said agreement, and that no other person has during any of this period of time held adverse possession of said described land.

J J SCHAIRER

Sworn to and subscribed before me, this 17th day of November, A. D. 1919.

(sgd) Brooks Dalton

My com. exp. June 30-1921 Notary Public In and For County of El Paso, State of Texas.

POSSESSORY CERTIFICATE

Rio Grande Project,
El Paso, Texas, April 9, 1919.

I, Geo. W. Hoadley, Field Assistant, United States Reclamation Service, certify that I have personally examined the land sought to be acquired by the United States from J. J. Schairer, in the southeast quarter of the northwest quarter, and the northeast quarter of the southwest quarter and the northwest quarter of the southeast quarter of Section 17, Township 32 South, Range 7 East, U.S.R.S. 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, claiming to be the owner thereof, 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

We, the undersigned, members of a board designated to fix the value of the land to be purchased from J. J. Schairer by the United States of America for right of way for the El Paso Valley Middle Drain, Rio Grande project, described in agreement to sell dated April 7, 1919, find that the fair and reasonable consideration to be paid by the United States is a money payment of Five hundred sixty and no/100 (\$560.00) Dollars.

Representative El Paso Valley
Water Users' Association.

El Paso, Texas,

Representative United States
Reclamation Service.

CERTIFICATE

I HEREBY CERTIFY That the land described in the agreement dated April 7, 1919, with J. J. Schairer, is required for purposes authorized by the Act of June 17, 1902 (32 Stat., 388), namely, as right of way for the El Paso Valley Middle Drain, a part of the Rio Grande project; that the consideration to be paid thereunder, \$560.00, is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

L.M. Lawson

Project Manager.

El Paso, Texas.

April 9, 1919.

Memorandum to accompany papers in relation to
land purchase from J. J. Schairer under contract
with him dated April 7, 1919.

As stated in report on land agreement which accompanied this contract when sent in for approval, the land under contract is not homestead property. Under the Texas laws a husband may deal with and convey such land without his wife's joining in the instruments. The warranty deed accompanying the papers in this case is, however, signed by Louise Schairer, the wife of the contractor, but this was unnecessary, and the voucher follows the form of the contract; that is, it is made in favor of J. J. Schairer only.

P W DENT

District Counsel.

El Paso, Texas,
December 20, 1919.