

16

WHITE, OWEN P. et. ux. Alward H.

QUINCIAN DEED

(3)

MIDDLE DRAIN

0023-0078-0021-00

12-(21) TEXAS

78

THE STATE OF TEXAS

COUNTY OF EL PASO

We, Owen P. White and Alward E. White,

County of El Paso, State of Texas

do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears in the records of the County of El Paso, State of Texas.

As witness my hand and the seal of the County of El Paso, this 18th day of July, 1919.

Attest: My hand and the seal of the County of El Paso, this 18th day of July, 1919.

Witness my hand and the seal of the County of El Paso, this 18th day of July, 1919.

the United States of America, its successors or

do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears in the records of the County of El Paso, State of Texas.

El Paso, State of Texas

A tract of land in the Northwest quarter of the Southwest quarter (NW1/4SW1/4) Section Six (6), Township Thirty-two (32) South, Range Seven (7) East, and the Northeast quarter of the Southeast quarter (NE1/4SE1/4) and the Southeast quarter of the Northeast quarter (SE1/4NE1/4) Section One (1), Township Thirty-two (32) South, Range Six (6) East, United States Reclamation Service survey, being also in the Yeleta Grant, and more particularly described as follows: Beginning at a concrete monument on the west boundary of right of way of the G.H. & S.A. Ry., said monument being the most northerly corner of land of Grantor herein and from which point the southeast corner of said Section 1 bears South 5°49'30" East, two thousand nine hundred one (2901.0) feet; thence along said west boundary of right of way of the G.H. & S.A. Ry. South 37°11' East, one thousand two hundred forty-nine and two tenths (1249.2) feet to a concrete monument being the southeast corner of land of Grantor herein; thence along property line between land of Grantor herein and I. Gaal North 79°38' West, two hundred seven and four tenths (207.4) feet; thence North 37°11' West, nine hundred seventy-four and five tenths (974.5) feet to a point on the property line between land of Grantor herein and said I. Gaal; thence along said property line North 11°49' East, one hundred eighty-five and five tenths (185.5) feet to the point of beginning; said tract of land containing three and fifty-seven hundredths (3.57) acres, more or less, the said described land not being homestead property;

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 adjoining, unto the said The United States of America, its successors or

Witness my hand and the seal of the County of El Paso, this 18th day of July, 1919.

WITNESS our hands this 18th day of July, A.D. 1919

Witness at Request of Grantor:

Owen P. White

Alward E. White

THE STATE OF TEXAS

[illegible]

Re: Owen R. White and Albert E. White

10/10/2019 11:51 AM EL Paso State TX

0.75% - 1.00% One end no/100 (\$1.00) [10/10] 100%

Act of June 17, 1902 (32 Stat., 388) and acts amendatory thereof or supplemental thereto.

~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ The names listed are being
acknowledged by the same persons. Name(s) See Below - Inverse - 10/17/1986, vol. 1, p. 100

the United States of America, its successors or

~~XXXXXXXXXX~~ assigned to 0827 right after said subject was arrested. He was released as there was no further discovery
of BL Pass and State of Texas Department of Health, Long Beach.

A tract of land in the Northwest quarter of the Southwest quarter (NW1/4SW1/4) Section Six (6), Township Thirty-two (32) South, Range Seven (7) East, and the Northeast quarter of the Southeast quarter (NE1/4SE1/4) and the Southeast quarter of the Northeast quarter (SE1/4NE1/4) Section One (1), Township Thirty-two (32) South, Range Six (6) East, United States Reclamation Service survey, being also in the Yaleta Grant, and more particularly described as follows: Beginning at a concrete monument on the west boundary of right of way of the G.H. & S.A. Ry., said monument being the most northerly corner of land of Grantor herein and from which point the southeast corner of said Section 1 bears South 5°49'30" East, two thousand nine hundred one (2901.0) feet; thence along said west boundary of right of way of the G.H. & S.A. Ry. South 37°11' East, one thousand two hundred forty-nine and two tenths (1249.2) feet to a concrete monument being the southeast corner of land of Grantor herein; thence along property line between land of Grantor herein and I. Gaal North 79°38' West, two hundred seven and four tenths (207.4) feet; thence North 37°11' West, nine hundred seventy-four and five tenths (974.5) feet to a point on the property line between land of Grantor herein and said I. Gaal; thence along said property line North 11°49' East, one hundred eighty-five and five tenths (185.5) feet to the point of beginning; said tract of land containing three and fifty-seven hundredths (3.57) acres, more or less, the said described land not being homestead property;

TO HAVE AND TO HOLD all ONE 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 adjoining unto the said The United States of America, its successors or

NOTES ON THE 18th day of JULY 1940

David L. Brown

QUIT-CLAIM DEED

Single and Wife's Separate Acknowledgments

TO

Filed for record this

at 19 at

o'clock and minutes M.

Clerk.

Deputy.

ELLIS BROS. PRINTING CO. EL PASO

The State of Texas, County of Presidio: Before me, F. R. Russell, a Notary Public in and for Presidio County, Texas, on this day personally appeared Alward H. White, 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

THE STATE OF TEXAS

COUNTY OF EL PASO.

(SEAL)

~~XXXXXXXXXX~~

of office this 21st day of July A.D. 1919, F. R. RUSSELL, Notary Public, Presidio County, Texas, My com. exp. June 1st, 1921.

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

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 18th day of July A. D., 1919

(SEAL)

My com. exp. 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 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 day of A. D. 19

THE STATE OF TEXAS.

COUNTY OF EL PASO.

I W D Greet Clerk of the County

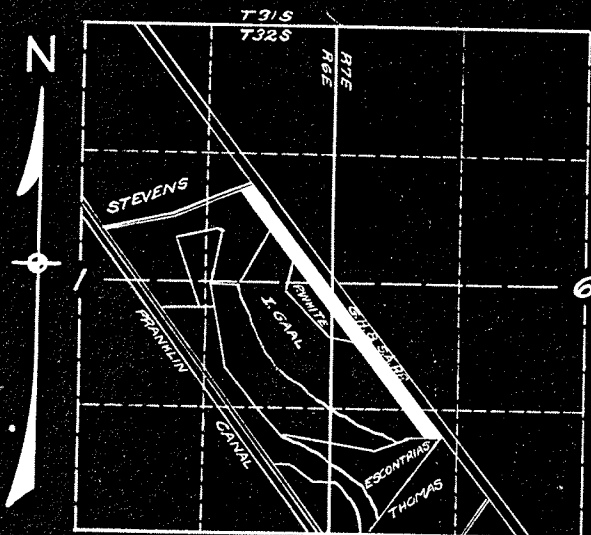
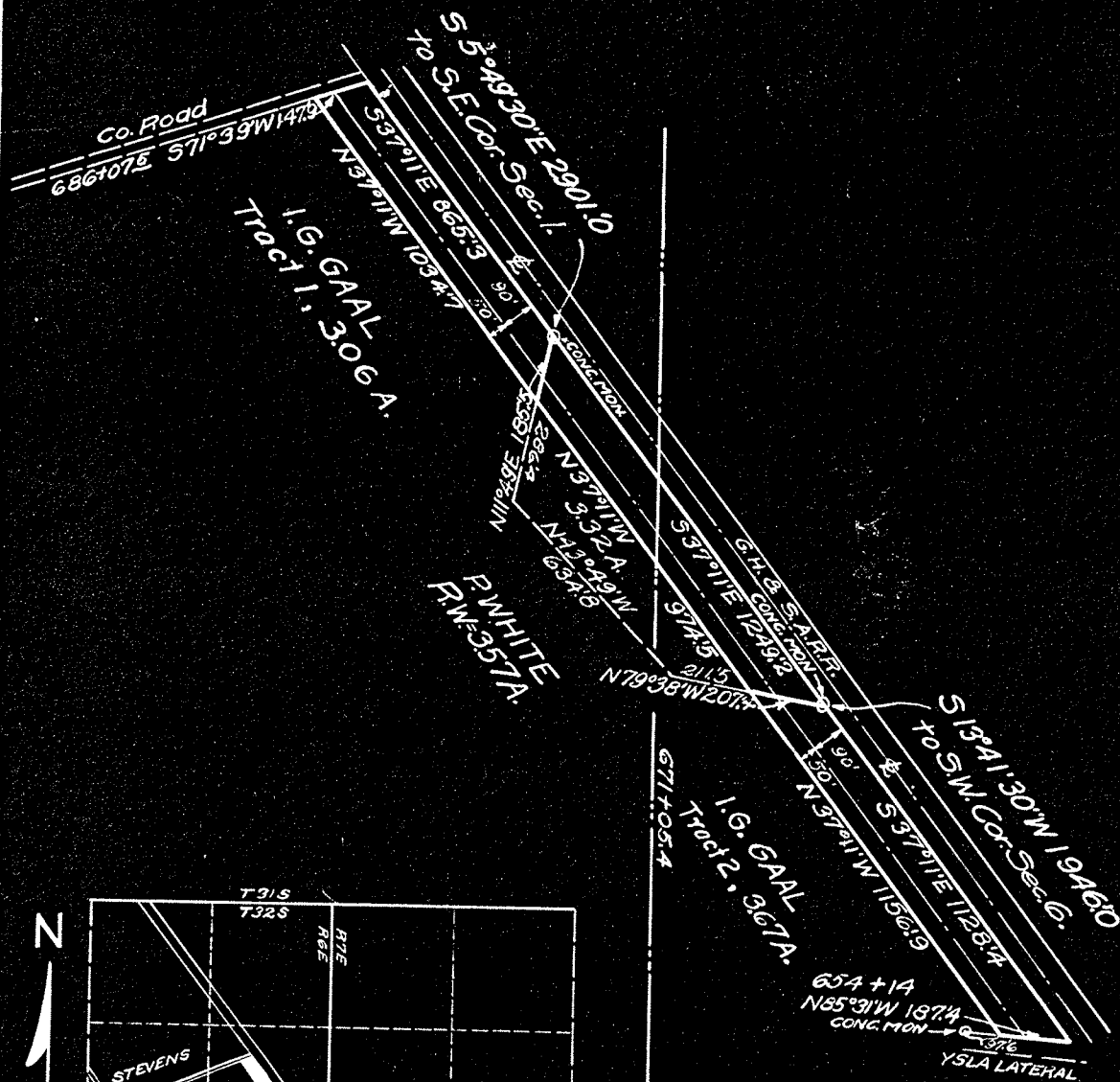
Court of said County, do hereby certify that the above instrument of writing, dated on the 18 day of July, A. D. 1919 with its certificate of authentication, was filed for record in my office this 28 day of September, A. D. 1920, at 8:45 o'clock A. M. and duly recorded the 30 day of Sept, A. D. 1920, at 11:18 o'clock A. M. in the records of said County, in Volume 339 on Pages 322

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 Greet

Clerk County Court, El Paso County, Texas.

By P Deputy.



LOCATION PLAT.
SEC. 1, T32S R6E AND
SEC. 6, T32S R7E, U.S.R.S.
SURVEY AND YSLETA GRANT,
EL PASO COUNTY, TEXAS.

R7E
R6E
1 6
12 7

Scale 1"=500'

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE
RIO GRANDE PROJECT, NM, TEX.
EL PASO VALLEY DRAINAGE
MIDDLE DRAIN RIGHT OF WAY

DRAWN: R.A.D. FIELD WORK: KERR

CHECKED: APPROVED:

28

1110 L49 EL PASO, TEX, MAR 19

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

Rio Grande PROJECT New Mexico-Texas

THIS AGREEMENT, Made the 18th day of July

nineteen hundred and nineteen, in pursuance of the act of June 17,
and acts amendatory thereof supplemental thereto
1902 (32 Stat., 388), 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 supervisory officer, and Owen P. White and Alward H. White,

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 a certain tract of land in the NW $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 6,
Township 32 South, Range 7 East, and the NE $\frac{1}{4}$ SE $\frac{1}{4}$ and the SE $\frac{1}{4}$ NE $\frac{1}{4}$
Section 1, Township 32 South, Range 6 East, U.S.R.S. Survey, being
also in Ysleta Grant, containing three and fifty-seven hundredths
(3.57) acres, more or less, in El Paso County, Texas; and,

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

WHEREAS, the Contractor is the owner of the improve-
ments on said described land:

NOW, THEREFORE, in consideration of the sum of ~~four~~
hundred ninety-eight (\$498.00) Dollars, the value of said im-
provements, to the contractor in hand paid by the United States,
the receipt whereof 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 tract of land as
described in the quitclaim deed herein referred to.

ARTICLE 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..... L. M. Lawson
Project Manager, U. S. R. S.

OWEN P WHITE

ALWARD H WHITE

Contractor.

P. O. address..... Care W. F. Payne
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.

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 contractors expressly warrants that they have employed no third person to solicit or obtain this contract in their 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 they have 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 them hereunder; and that they have not, in estimating the contract price demanded by them, included any sum by reason of any such brokerage, commission, or percentage; and that all moneys payable to them hereunder are free from obligation to any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. They 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 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 thru a bona fide commercial representative employed by the contractors in the regular course of their 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 thru 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 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.~~

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

Rio Grande Project El Paso, Texas.

SEP 15 1920

(Place)

(Date)

Project Manager to Chief of Construction, thru District Counsel.

Subject: Forwarding for approval contract dated July 18, 1919.

With Owen P. White and Alward H. White

Estimated amount involved, \$498.00

Authority No.

Accompanied by bond and 2 copies or Clearing Acct.

(Insert "Yes" or "No" bond)

No bond.

6-8b

Purpose:

Settlement for improvements on 3.57 acres of land conveyed to United States by quitclaim deed running from contractors dated July 18, 1919.

Advise Project Manager at El Paso, Texas,

(Post office and State)

District Counsel at El Paso, Texas.

(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.

L M LAWSON

(Signature)

Denver, Colo.

The above described contract and bond, if any, approved

by

on

Chief of Construction.

Denver, Colo.

Chief of Construction to Director:

It is recommended that the above described contract be executed

approved and bond if any approved.

Inclosures:

(Signature)

Washington, D. C. September 20, 1920.

The above mentioned contract was approved by me on Sept. 20, 1920 and quitclaim deed dated July 18, 1919 executed by Owen P. & Alward H. White was accepted and returned to the District Counsel at El Paso to be recorded.

Inclosures:

Assistant Director.

SEP 20 1920 16051

DEPARTMENT OF THE INTERIOR

UNITED STATES RECLAMATION SERVICE

Rio Grande Project.

El Paso, Texas.

SEP 15 1920

(Place)

(Date)

Project Manager to Chief of Construction, thru District Counsel.

Subject: Forwarding for approval ~~contract~~ donation deed

dated July 18, 1919.

xxxxx Running from Owen P. White and Alward E. White to the United States.

Estimated amount involved, \$ **0.**

Authority No.

Accompanied by bond and 2 copies

or Clearing Acct.

(Insert "Yes" or "No" bond)

No bond.

0-00

Purpose:

Donation of 3.57 acres of land for right of way for El Paso Valley middle drain.

This land is not homestead property.

Advise Project Manager at **El Paso, Texas,**

(Post office and State)

District Counsel at **El Paso, Texas,**

(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.

J. H. LARSON

(Signature)

Denver, Colo.

The above described contract and bond, if any, approved

by _____ on _____

Chief of Construction.

Denver, Colo.

Chief of Construction to Director:

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

ORIGINAL DEED TO BE RETURNED FOR RECONSTRUCTION AND THEREAFTER FOR FILE IN WASHINGTON OFFICE.

(Signature)

~~2001~~ executed

Washington, D. C.

~~2001~~ approved and bond, if any, approved by

on

ORIGINAL AND COPIES OF CONTRACT AND ORIGINAL AND COPIES OF BOND DEED OR PLAT TO BE RETURNED TO THE DISTRICT COUNSEL.

Inclosures:

Original and 4 copies of form letter of transmittal.

Original and 1 copy of ~~contract deed~~.

Original and 1 copy certificate as to title.

3 blueprints.

Remarks:

INSTRUCTIONS.

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

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

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

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

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

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

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

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.

CERTIFICATE.

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

A tract of land containing 3.57 acres, more or less, in NW $\frac{1}{4}$ of SW $\frac{1}{4}$ sec. 6, T. 32 S., R. 7 E., and NE $\frac{1}{4}$ of SE $\frac{1}{4}$ and SE $\frac{1}{4}$ of NE $\frac{1}{4}$ sec. 1, T. 32 S., R. 6 E., United States Reclamation Service survey, El Paso County, Texas, and being also in the Ysleta Grant, more particularly described in quitclaim deed dated July 18, 1919, running from Owen P. White and Alward H. White to the United States of America:

That the land is not occupied adversely to the reputed owners; that the land is not held as homestead property; that an examination of the tax records and other records of El Paso County indicates that the said grantors, who are the reputed owners, are the actual owners, and that there are no unsatisfied mortgages or other liens existing against the said land.

El Paso, Texas,
September 15, 1920.

P W DENT

District Counsel.

THIS IS TO CERTIFY That the contract dated July 18, 1919, with Owen P. White and Alward H. White, for purchase of improvements, was not forwarded for approval within thirty days from its date for the reason that title to the land involved in this transaction was in litigation and it was necessary to await termination of the lawsuit before the proper parties in interest could be ascertained.

El Paso, Texas,
September 15, 1920.

L M LAWSON

Project Manager.

CERTIFICATE.

I HEREBY CERTIFY That the rights and property described in the agreement dated July 18, 1919, with Owen P. White and Alward H. White, are required for purposes authorized by the Act of June 17, 1902 (32 Stat. 388), namely, as right of way for El Paso Valley middle drain, a part of the Rio Grande project; that the consideration to be paid thereunder, \$498.00, is reasonable and the lowest that could be obtained; the said payment being for 3.57 acres of young orchard atrees set out at a cost of \$100 per acre, and a small adobe house valued at \$141, this payment being for the improvements only and waiver of any and all claims by landowner, and not for the land itself, as the land has been donated to the United States as set forth in the above described agreement; and I recommend that the contract be approved.

L M LAWSON

Project Manager.

El Paso, Texas,
September 15, 1920.

El Paso, Texas, November 5, 1920.

Project Manager,

Chief Engineer, Denver, Colo.

Quitclaim deed and contract for improvements
executed by Owen P. White and Alward H. White -
Rio Grande Project.

1. Receipt is acknowledged of letter of November 2 from Acting Chief Engineer.
2. The original deed was recorded and under date of November 4 was returned for filing to the Washington office by the District Counsel, copy of District Counsel's letter of that date being forwarded to your office.
3. Copy of the deed is enclosed herewith for your files and in accordance with letter of November 2, from the Acting Chief Engineer. However, form letter of transmittal dated September 15, 1920, forwarding these papers shows that the original and one copy of the deed were sent, and under the usual procedure the copy was, of course, intended for your office.

- - -

L M LAWSON

CC to Director

A. J. El Paso

whu

Acting Chief Engineer

Project Manager, El Paso, Texas.

Suit claim deed and contract for improvements executed by
Owen P. White and Alward H. White, - Rio Grande project.

1. Kindly refer to office letter of September
29 and furnish this office with a copy of the deed if
in your opinion it is of the class covered by C.L. 847.

Cc-Director, Washington.

D.C. El Paso, Texas. ✓

CHAS. F. WILLIAMS.

El Paso, Texas, November 4, 1920.

From Distict Counsel

To Director, Washington.

Subject: Quitclaim deed dated July 18, 1919, running from Owen P. White and Alward H. White, in connection with settlement for improvements - Rio Grande project.

1. This deed was accepted and returned to District Counsel for recordation and return to Washington office for filing, with form letter transmittal, under date of September 20, 1920. See form letter transmitting contract for improvements with same parties of same date. The deed has been duly recorded and is transmitted herewith for filing.

P W DENT

incl. deed.

Copy to C.E. Denver.
P.M. El Paso.

September 29, 1920.

Acting Chief Engineer,

Project Manager, El Paso, Texas.

Quitclaim deed and contract for improvements executed by
Owen P. White and Alward H. White - Rio Grande Project.

1. This office is just in receipt of form letter from the Washington office covering the contract in question stating that the contract was approved and the quitclaim deed accepted September 20, 1920, and deed returned to District Counsel for recording. A copy of the contract was furnished by the Washington office, but no copy of the deed.

2. It is assumed that when the deed has been recorded it is your intention to transmit the same in accordance with C. L. 847.

CO - Director, Washington,
D.C., El Paso, Texas. ✓

R. F. Walter

El Paso, Texas, September 27, 1920.

County Clerk for El Paso County,

El Paso, Texas.

Dear Sir:

Transmitted herewith for official record is quit-
claim deed dated July 18, 1919, running from Owen P.
White and Alward H. White to the United States.

Very truly yours,

P W DENT

District Counsel.

incl.

September 21, 1920.

Acting Chief Engineer,

Director, Washington.

Quitclaim deed and contract for improvements executed by
Owen P. White and Alward H. White - Rio Grande Project.

1. This office is just in receipt of a copy of letter dated September 15, 1920, from District Counsel Dent to the Chief Counsel.

2. Although it appears that the matter involved is not a usual one, it also appears that recommendation was made for the approval of the papers in this case.

3. If this assumption is correct, it is probable that the procedures outlined by paragraph 40, pages 212, 212a and 213, Volume 1 of the Manual, and C. L. 847, dated August 26, 1919, are applicable.

4. If this is a matter involving the usual procedure, it is requested that a copy of all papers be furnished for the files of this office, covering the deed as well as the contract. In this connection, it is observed that the amount involved for purchase of improvements is \$498.00, and it may be that the procedure outlined in paragraph 3 (b), page 2, C. L. 896 applies. However, this was probably considered by the District Counsel prior to submitting the papers referred to and conclusion reached that all papers were for approval by the Director.

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

R. F. Walter

Par. 3(b) applies
Secretary
Le White land
is in Texas!

See Correspondence
Following C. L. 847

no further action
of file on deeds of
any kind
we have received
by Denver

District Counsel

El Paso, Texas, September 15, 1920.

Chief Counsel, Washington.

Quitclaim deed and contract for improvements executed by
Owen P. White and Alward H. White - Rio Grande project.

1. Transmitted herewith is quitclaim deed running from the above named parties, who are brothers and joint owners, together with contract for the payment of \$498 for improvements on the land that has been deeded, this contract being in the form upon which numerous settlements of a similar nature have been made on the Rio Grande project, the use of the form being at present suspended pending further consideration by your office. The usual form letters of transmittal and supporting papers are also inclosed. At the date of the deed and contract, July 18, 1919, authorization for this transaction was in force, and the record title had been investigated and found good, but the papers were not forwarded for approval at that time for the reason that a suit to try title had afterwards been instituted. The case of the plaintiff was founded on a conflict of boundaries and the decree was in favor of the parties with whom we are dealing and thus operates as a confirmation of title in them. The time when plaintiff could file an appeal bond has expired and it is not likely that any further action will be taken.

2. White brothers have regarded this suit more in the light of an attempt to interfere with well established rights than as a meritorious showing of weakness in their title, and now that the litigation is at an end they are calling for prompt settlement by the Service. In view of these facts, and as similar approvals have been granted in a few other instances where the landowner had previously entered into this form of transaction, it is my recommendation that settlement be made upon the papers already executed. The deed has not been recorded, as we did not wish to go to this expense and have it appear on the public records against the landowner's title in case of a possible disapproval, and the case is thus submitted for your advance approval. Kindly return deed for recordation, after which it will again be forwarded for filing in the Washington office, when payment may be made under the contract.

R. W. Dent

inclos. Deed and contract, with supporting
papers as noted on form letters of
transmittal.

Copy to G. E. Deaver. ✓
P.M. El Paso.

El Paso Texas. Sept. 30. 1920.

District Counsel.

U. S. Reclamation Service.

El Paso. Texas.

Dear Sir.

In Reply To your favor of July 26. 1920. regarding
The right of Way for The Middle Drain.

Will say I have decided not to appeal the
case J. G. Gaal. vs Owen P. White, as it costs
more Money than the Land is worth.

To if The Government wishes to settle with
him. I have no objection.

Very Truly Yours.

J. G. Gaal.

Box. 540. El Paso. Texas.

El Paso, Texas,
July 26, 1920.

Mr. I. G. Gail,
Box 540, El Paso,
Texas.

Dear Sir:

With reference to the right of way the Government wishes to acquire for Middle Drain, where the land has recently been the subject of a law suit between yourself and Owen P. White, you are advised that, while you have intimated that you were going to appeal from the decision of the lower court in this case, Mr. White has recently urged a number of times that we settle for the right of way with him as it is too late for you to prosecute an appeal. Kindly advise what your course will be in this matter, and if possible bring in what evidence exists that you ~~have~~ can in the future take this litigation to a higher court.

Very truly yours,

P W DENT

District Counsel.

El Paso, Texas,
July 13, 1920.

Mr. Allen R. Grambling,
Attorney at Law,
314 Caples Bldg.
El Paso, Texas.

Dear Sir:

With reference to our telephone conversation this morning, you are advised that upon looking into our files I find that Mr. White has already executed a deed running to the United States for the property which was the subject of the Gaal litigation. This is a quitclaim deed that was executed nearly a year ago and at the same time Mr. White signed as a part of the same transaction, a contract whereby the Government agreed to pay him for improvements, \$498.00. This method of handling the settlement was one, authority for which was in force at the time the negotiations were conducted. Payment was withheld on account of the Gaal suit, and subsequently our Department revoked authority to accept quitclaim deeds and make settlement upon value of improvements. Since the revocation of this authority, the matter has again been taken up with the Department and it is likely that we will again be able to handle right of way matters in this manner or in a manner similar thereto. We are expecting advice upon the matter almost any day and trust that it will not be long before some conclusion is reached. In the meantime, as papers have already been executed, it appears to be the best course to wait a while longer before preparing and asking Mr. White to execute a formal agreement to sell to be followed by warranty deed and issuance of title certificate as explained to you on the telephone this morning.

In any event we will not let the matter hang fire for a great length of time, and if it should appear necessary to do so, will prepare an agreement to sell and send it up for approval.

Very truly yours,

C F HARVEY

Asst. District Counsel.

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

OFFICE OF
DISTRICT COUNSEL

El Paso, Texas, Sept. 3rd. 1919.

Received from the United States Reclamation Service
Abstract # 7388.

Abstract
by *W. J. P.*