

780 EL CAMPUILLO TOMSITTE & LAND COMPANY QUITCIATN DEED 1411 MONTOYA MAIN LITTEL 0023-00 - 0016-00



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

Know all Men by these Presents:

THAT The El Canutillo Townsite and Land Company  
a corporation,

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

to it in hand paid by The United States of America, pursuant to the Act of  
Congress of June 17, 1902 (32 Stat., 388),

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

The United States of America and its

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

A tract of land situated in the east half of section fourteen (14),  
the southwest quarter of section thirteen (13) and northwest quarter  
of section twenty-four (24), township twenty-eight (28) south, range  
three (3) east, New Mexico principal meridian (as extended by the United  
States Reclamation Service survey into the State of Texas), in El Canu-  
tillo Grant, said tract of land being sixty (60) feet wide, lying thirty  
(30) feet on each side of a center line described as follows:

Beginning at a point on the property line of land between the Grant-  
or herein and W. L. Tooley, said property line having a bearing east  
and from which point the southeast corner of the northeast quarter of  
said section fourteen (14) lies south nine hundred and two-tenths (900.2)  
feet and east one thousand eighteen and seven-tenths (1,018.7) feet;  
thence south 48°31' east one thousand two hundred twenty-one and seven-  
tenths (1,221.7) feet; thence to the right along the arc of a two hun-  
dred eighty-seven and ninety-four hundredths (287.94) foot curve a dia-  
distance of eighty-eight and two-tenths (88.2) feet; thence south 28°54'  
east one thousand eight hundred sixty-one and three-tenths (1,861.3)  
feet; thence to the right along the arc of a one hundred ninety-three  
and nineteen-hundredths (193.19) foot radius curve a distance of ninety-  
seven and two-tenths (97.2) feet; thence south 0°16' west nine hundred  
fifty-nine and one-tenth (959.1) feet to a point on the property line  
of land between the Grantor herein and J. C. Kerby, and terminating with  
said property line, said property line having a bearing north 89°02'  
west and from which point the northwest corner of said J. C. Kerby land  
bears north 89°02' west five hundred seven and five-tenths (507.5) feet  
and the northwest corner of the southwest quarter of said section thir-  
teen (13) lies north two thousand six hundred ninety-four and one-tenth  
(2,694.1) feet and west eight hundred forty-one and nine-tenths (841.9)  
feet. The curves herein stated are measured on 100-foot chords.

Said tract of land containing five and eighty-two hundredths (5.82)  
acres, more or less.

TO HAVE AND TO HOLD all its 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

~~hereby~~ assigns forever.

IN WITNESS WHEREOF, said corporation has caused this indenture to be  
signed by its President and attested by its Secretary, and its official  
seal to be hereunto affixed this 20th day of March, A. D. 191

Witnesses at Request of Grantor

(SEAL) Attest: W. Cooley, Secy

EL CANUTILLO TOWNSITE AND  
LAND COMPANY

By James R. Harper, Vice-  
President.



QUIT-CLAIM DEED

SINGLE AND WIFE'S SEPARATE  
ACKNOWLEDGMENTS

to

Filed for record, this

day of 1917, at

o'clock and minutes M.

Clerk

By Deputy

El Paso

THE STATE OF TEXAS, }

COUNTY OF EL PASO, }

Before me, the Undersigned authority

in and for

El Paso County, Texas, on this day personally appeared James R Harper

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, and in the capacity therein stated.

Given under my hand and seal of office, this 20th day of March, A. D. 1918

MAUDE E HEATY

Notary Public, El Paso County,  
Texas.

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 privately 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 Clerk of the County

Court of said County, do hereby certify that the above instrument of writing dated on the day of A. D. 1918 with its certificate of authentication, was filed for record in my office this 19th day of Apr, A. D. 1918 at o'clock M. and duly recorded the day of A. D. 1918 at o'clock M. in the records of said County, in Volume 318 on Pages 602

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



DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

From Acting Chief Counsel  
To District Counsel, El Paso, Tex.

July 18, 1918.

Subject: Purchase of 8.24 acres of land at \$1,236.00 from Honto H. and W. I. Tooley, Voucher No. 578, fiscal year 1918, Disbursing Agent E. S. Kennicott - Rio Grande Project.

1. Receipt of your communication upon the above subject, dated July 1, 1918, accompanied by the required possessory certificate, is acknowledged.

2. We note what you say with reference to the wording of the title certificate. Those words were considered by us before writing the letter of June 26, 1918. As we have stated heretofore, this certificate as printed by the title company is rather peculiarly worded and what we desire to do is to make every point absolutely clear. These vouchers have to go to the Auditor and be passed by him, as you recall, as well as meet the views of this office.

*Ottawa Hamble*



POSSESSORY CERTIFICATE.

Rio Grande Project,  
El Paso, Texas, July 1, 1918.

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 Honto H. and W. I. Tooley, in the SE $\frac{1}{4}$  sec. 11 and NE $\frac{1}{4}$  sec. 14, T. 28 S., R. 3 E., New Mexico principal meridian, El Paso County, 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.

THIS IS TO CERTIFY That upon person inquiry at the office of the El Paso County Tax Collector made July 1, 1918, I was informed that all taxes due and assessed up to date had been paid by the above parties on the land conveyed to the United States, and that there were no liens for taxes or assessments of any kind outstanding against said land.

G F HARVEY

Clerk.

El Paso, Texas,  
July 1, 1918.



El Paso, Texas, July 1, 1918.

Stewart Title Guarantee Company,

El Paso, Texas.

Gentlemen:

Our Department has called attention to the wording of the title guaranties, to the effect that the Department would prefer to have the title found "good and unencumbered" (see first paragraph of the guaranty, where you "find the title to the same good," etc.)

We have always assumed that the guaranty, being upon an absolute warranty deed which is referred to in the guaranty, included encumbrances as well as other conveyances making up the chain of title. You also guarantee to "defend said Guaranteed in every suit or proceeding on any claim," etc. We have taken the liberty of suggesting to our Department that this clause would include encumbrances. However, if they want the word "unencumbered" put into the contract, as suggested above, we believe you will see no objection to making future contracts read in this way.

Very truly yours,

F W DENT CPH

District Counsel.



El Paso, Texas, July 1, 1918.

From District Counsel P. W. Dent

To Chief Counsel, Washington.

Subject: Purchase of 8.24 acres of land at \$1,236.00 from Honto H. and W. I. Tooley, Voucher No. 578, fiscal year 1918, disbursing agent L. S. Kennicott - Rio Grande Project.

1. Receipt is acknowledged of your letter of June 26 with reference to the wording of the title guaranty furnished by the Stewart Title Guarantee Company for the above land purchase.

2. The suggestions you make regarding possessory certificate and certificate as to payment of taxes are noted, and herewith is a certificate covering these matters. It is our intention to cover all similar transactions with these certificates, and pending purchases are now being worked through in this manner.

3. In regard to the wording of the guaranty itself, we are calling upon the guaranty company to insert the clause "good and unencumbered," and believe there will be no difficulty in having them do this. Your attention is called, however, to the statement in the third paragraph of the guaranty, which reads:

"Said guarantor . . . shall, at its own cost, defend said Guaranteed in every suit or proceeding on any claim against or right to said land or any part thereof. . ."

We had little doubt that the guaranty as a whole was intended to cover encumbrances as well as the regular chain of absolute conveyances, according to the deed running to the United States, which is an absolute warranty and which is referred to in the title guaranty, which guarantees "as shown by said Deed."

P W DENT

incl.



DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

From Chief Counsel

June 23, 1918.

To District Counsel, El Paso, Texas.

Subject: Purchase of 8.24 acres of land at \$1236.00 from Honto H. and W. I. Tooley, voucher No. 578, fiscal year 1918, disbursing agent L. S. Kennicott- Rio Grande Project.

1. The voucher and papers in the purchase from the above named parties are before me for examination as to legal requirements. This voucher is accompanied by certificate of title by the Stewart Guaranty Company. This certificate of title was authorized by me by letter dated April 11, 1918, copy of which is among the papers.
2. This certificate expressly repudiates liability "from any loss resulting from any adverse possession". Therefore, this voucher cannot be passed until the usual possessory certificate and one showing that there is no adverse possession are furnished.
3. It occurs to me that this certificate is rather peculiarly worded. Apparently it is intended to protect the United States in any sum not in excess of \$1,236.00, against mortgages, judgments, liens or other encumbrances, but this intention is hardly sufficiently clearly expressed to be satisfactory. The certificate certifies that the title to this land is "good in the United States of America" as shown by the deed from the above mentioned parties to the United States, which deed accompanies the papers now before me and is shown to be duly of record. However, a title could be perfectly good and at the same time mortgaged or otherwise encumbered, in the sense in which the word "good" is usually employed in title examinations. Therefore, in order to remove any possible ambiguity and to relieve the situation of liability to dispute regarding encumbrances or other liens, it is suggested that at least in certificates of this nature which shall hereafter be issued, the Guaranty Company be required to use the words "good and unencumbered", or their equivalents.
4. Since taxes are also expressly excepted upon the face of this certificate, a certificate by you or any other authorized officer of this Service should also accompany the voucher, showing the facts as to taxes, as one of the legal requirements.

5. Therefore, in addition to copy of my letter of April 11, 1918,,copy of this letter should also accompany all voucher transactions where certificate of guaranty of title is used in lieu of abstract.

*W. L. King*



DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

El Paso, Texas MAY 18 1918, 191

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

Subject: Forwarding ~~contract for approval~~ **donation deed for acceptance.**

The contract described below is forwarded herewith.

~~Agreement~~ **Deed** dated March 20 1918 Rio Grande Project,  
Executed by El Camutillo Townsite and Land Company  
with The United States.

Estimated amount involved, \$ 0

Purpose of agreement: **Donation of right of way for the Montoya main lateral.**  
(See instructions on back, par. 5.)

~~Original and copy of contract to be transmitted.~~ (Strike out if no bond transmitted.)

Advise Chief of Construction, Denver, Colorado, and Project Manager at El Paso, Texas,

and District Counsel at El Paso, Texas, of the approval of the above.

Incls.: Original deed.

Certificate as to title.  
1 blueprint.

L M LANSON

(Signature.)

(The blanks below to be filled in the Washington Office.)

~~Accepted by~~ Accepted by:

Morris Bien, Acting Director

JUN 5 - 1918

Date of approval ~~acceptance~~: JUN 5 - 1918

Bond, if any, approved by same officer on same date.

Morris Bien, Acting Director

Director and Chief Engineer.

MAY 27 '18 82850

El Paso, Texas, May 13, 1918.

The County Clerk for El Paso County,

El Paso, Texas.

Dear Sir:

Inclosed is warranty deed dated April 27, 1918,  
running from Hento H. Tolley and W. L. Tolley to the  
United States of America. Please put this on the county  
records.

Very respectfully,

P W DENT CPH

District Counsel.

incl.



April 26, 1918.

Acting Chief of Construction,

Director, Washington.

Agreement dated February 22, 1918 with Honto H. Tooley  
et vir, purchase of land for right of way purposes -  
Rio Grande Project.

1. Reference is made to paragraph 3 of the Acting Director's letter of March 19 to this office on above subject, copy to Project Manager, El Paso, from Washington.
2. There is enclosed herewith copy of a letter dated March 25, 1918, received here on April 25, which gives the information desired.
3. The original of this letter was evidently sent direct to you by the Project Manager, as neither said original nor a copy thereof was received here until the copy enclosed herewith reached this office on April 25.

- - - OHAS. P. WILLIAMS.

Encl.

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

April 23, 1918.

Chief of Construction,

Project Manager, El Paso, Texas.

Contract dated February 22, 1918, with Honto H. Tooley  
et vir - purchase of land for right of way purposes -  
Rio Grande Project.

1. Reference is made to office letters  
to you dated March 23 and April 10, requesting that a  
certain report, in duplicate, in connection with the above  
mentioned contract, be transmitted to this office.

2. The records do not show that this report has  
been received and it will be appreciated if you will give  
this matter immediate attention.

- - -

CHAS. P. WILLIAMS

CC to DC, El Paso, Texas. ✓



El Paso, Texas, April 23, 1918.

Mr. W. L. Tooley,  
Care First Mortgage Company,  
El Paso, Texas.

Dear Sir:

Your letter of the 22nd is received and we note the steps you have taken toward securing the title guarantee.

Inclosed is a form of warranty deed which follows the land description identically as it is in the agreement to sell and which we believe you will find acceptable for execution. Upon return of this deed and the guarantee, the deed will be recorded, and when this is accomplished we will be ready to prepare a voucher for your signatures and draw check in payment.

Very truly yours,

P W DENT CPH

District Counsel.

incl.

OFFICERS  
JOSHUA S. RAYNOLDS, PRES.  
JAMES G. McNARY, V. PRES.  
W.L. TOOLEY, V. PRES.  
J. J. MUNDY, V. PRES.  
E.W. KAYSER, TREAS.  
W.E. WARD, Secy. & Mgr.

FIRST MORTGAGE CO.  
OF EL PASO  
CAPITAL \$500,000.00  
SURPLUS \$125,000.00  
WE BUY & SELL 1ST MORTGAGE REAL ESTATE PAPER  
EL PASO, TEXAS

DIRECTORS  
JOSHUA S. RAYNOLDS  
JAMES G. McNARY  
W.L. TOOLEY  
J. J. MUNDY  
E.W. KAYSER  
C.M. NEWMAN  
Z.T. WHITE

April 22, 1918.

Mr. P. W. Dent,

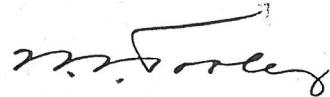
Dist. Counsel, Rec. Serv.,

City.

Dear Sir:

I beg to acknowledge receipt of your letter of April 15th and in answer to same will say that I turned my abstracts over to the Stewart Guaranty Title Co. and asked Mr. J. E. Quaid to prepare the releases necessary in this matter. He advised me that he was leaving for San Antonio but on his return, about the middle of this week, he would have the matter in shape for us.

Yours very truly,



WLT-C



CH

El Paso, Texas, April 18, 1918.

County Clerk for El Paso County,

El Paso, Texas.

Dear Sir:

Transmitted herewith for official record is quit-  
claim deed dated March 20, 1918, running from El Canutillo  
Townsite and Land Company to the United States.

Very respectfully,

P W DENT CFH

District Counsel.

incl.

CERTIFICATE.

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

A tract of land in E $\frac{1}{2}$  sec. 14 and SW $\frac{1}{4}$  sec. 13 and NW $\frac{1}{4}$  sec. 24, T 28 S, R 3 E, New Mexico principal meridian (as extended by the United States Reclamation Service survey into the State of Texas), in El Canutillo Grant, El Paso County, Texas; more particularly described in quitclaim deed dated March 20, 1918:

That the tax records of said county indicate El Canutillo Land and Townsite Company, the reputed owner, to be the actual owner; 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.

C F HARVEY

Clerk.

El Paso, Texas,

April 18, 1918.



Subject: Acceptance of certificates of title in land  
purchases. IML:JHK

El Paso, Texas, April 15, 1918.

Mr. J. A. Smith, President,  
El Paso County Water Improvement District No. 1,  
El Paso, Texas.

Dear Sir:

With reference to the discussions at the recent meeting of the directors of the El Paso County Water Improvement District No. 1 concerning the necessity for taking advantage of certificates of title in connection with purchases of land for rights of way, this is to advise that this office is in receipt of a communication from the Chief Counsel at Washington, dated April 11, which contains authority to accept in the case of land purchased from W. L. Tooley, and in all other cases of a like nature, a guaranty certificate of title issued by the Stewart Title Guaranty Company of El Paso, Texas, in lieu of abstract of title.

It is believed that this will satisfy the questions raised at this meeting, and make possible, at least in some cases, a less expensive procedure than the furnishing of abstracts of title.

Very truly yours,

L. M. Lawson

Project Manager.

CH

El Paso, Texas, April 15, 1918.

Mr. W. L. Tooley,  
Care First Mortgage Company,  
El Paso, Texas.

Dear Sir:

Referring to the agreement to sell land to the United States dated February 22, 1918, you are advised that this office this morning received a letter from the Department granting authority to accept certificate of the Stewart Title Guaranty Company in lieu of abstract for our own examination.

This office will proceed to draw the form of deed it is desired to have executed, which will be done within the next few days, and this letter is written in order that in the meantime you may take such steps to record the proper papers and secure release of existing lease on the right of way land, etc., which the title guaranty people will probably require.

Under date of March 27 the agreement to sell was mailed to the County Clerk's office for recording, and it will probably be some days yet before this instrument will be out of that office. It is necessary to have this agreement showing that it is recorded to support voucher and other papers, including certificate of title, before the account can be passed to the fiscal agent for payment. Anything you can do to hasten the recording of the agreement and other papers will tend to conclude the transaction that much quicker.

Very truly yours,

F W DENT CH

District Counsel.

DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

WASHINGTON, D. C.

From Chief Counsel,

April 11, 1918.

To District Counsel Dent, El Paso, Texas.

Subject: Acceptance of certificates of title in land purchases -  
Rio Grande Project.

1. Reference is made to your letters of December 4, 1917 and January 21, 1918, office letter of February 2, 1918, and your letter of April 4, 1918, upon the above subject.

2. Authority is given in the case of land purchase from W. L. Tooley and in all other cases of a like nature, to accept a guaranty certificate of title issued by Stewart Title Guaranty Company of El Paso, Texas, in lieu of abstract of title.

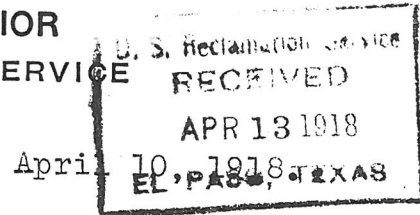
Copy to D.C. in Charge, Denver.



*copy to Pm.  
to. Clerk apr. 15-18*



DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE  
TRAMWAY BUILDING  
DENVER, COLO.



From Acting Chief of Construction.

To Project Manager, El Paso, Texas.

Subject: Agreement dated Feb. 22, 1918, with Honto H. Tooley  
et vir - Purchase of land for right of way purposes -  
Rio Grande Project.

1. Reference is made to letter of March 23 to you from this office on the above subject, calling attention to the Acting Director's letter of March 19 addressed to this office, copy of which was sent you from Washington.

2. The report, in duplicate, requested in paragraph 2 of letter dated March 23 and also referred to in paragraph 3 of the Acting Director's letter of March 19, namely as to what arrangement has been made with the lessee in possession of the premises referred to at paragraph 4 of report on land agreement to care for the lessee's interest in the land if his interest will be affected by the acquisition of the right of way across the leased premises, has not as yet been received in this office.

3. Will you please give this matter early attention.

.... P. J. Walter

CC to DC, El Paso, Texas.

El Paso, Texas, April 4, 1918.

From District Counsel

To Chief Counsel, Washington.

Subject: Certificate of title in the case of land purchase from W. L. Tooley - Rio Grande project.

1. Contract for purchase of land with Honto H. Tooley and W. L. Tooley, dated February 22, 1918, has been duly approved and a few days ago the proposed vendor was called upon to furnish abstract of title. Mr. Tooley proposes instead to furnish certified title to be issued by the Stewart Title Guaranty Company of El Paso.

2. Reference is had to letter of February 2, 1918, from Acting Chief Counsel to District Counsel, El Paso, granting a similar request in the case of land purchased from Charles R. Loomis.

3. The following facts are presented in the Tooley case, which will, in the judgment of this office, afford good reasons for considering the advisability of accepting certified title in lieu of an abstract, which must be passed upon by an officer of the Service:

The land is needed for the Montoya main lateral, and construction operations are now at such a point where title should be transferred to the United States with as little delay as possible.

The abstract companies are far behind with orders for abstracts already placed with them and it seems to be impossible to make arrangements for prompt delivery of abstracts. As an instance, this office has to-day written urging the delivery of an abstract that was ordered in January and which is not yet ready for examination.

The work of examining abstracts now on hand is somewhat behind, and with the limited force available for this work and the increased takings on the Rio Grande project in view of the large amount of canal and drain work which is now going on, there does not appear to be any prospect of lightening the labor necessary to perfect titles. All the titles, which involve old and irregular grants, are

*See Charles R. Loomis  
"El Paso" R. M.  
"drains"*

more or less uncertain and the abstracts are invariably strung out at great length, all of which tends to require a large expenditure of time for members of the Service, often for exceedingly small results.

The title to the Tooley land especially is involved, as the land lies in a tract that is the subject of a disputed boundary line between the States of New Mexico and Texas. Mr. Tooley bases his title on conveyances coming from grantors who hold, in one line, under New Mexico deeds, and in another, under Texas deeds. The abstract in his case would be long and very difficult to examine, not only costing the vendor a considerable sum, but entailing upon the Service a large amount of work in its examination.

4. In view of the above it is recommended that authority be granted to accept a guaranty of title from the Stewart Title Guaranty Company for the Tooley conveyance, the same as in the Loomis case referred to above.

5. With further reference to Mr. Hamel's letter of February 2, it is noted that the proposition of accepting generally such certified titles would be later decided. All that is stated above applies with equal force to other land purchases, a great many of which are now coming up on the Rio Grande project, and this office would be pleased to have further advice on the subject if any decision has been reached.

P W DENT



CH

El Paso, Texas, April 4, 1918.

Mr. W. L. Tooley,  
Care First Mortgage Company,  
El Paso, Texas.

Dear Sir:

You are advised that this office is to-day writing for authority to accept certificate of title from the Stewart people, instead of requiring you to furnish an abstract.

We are returning herewith the papers listed below, thinking that it would be better for you to hold these in your possession until we are ready to go further in arranging transfer of title.

Very truly yours,

P W DENT OFH

District Counsel.

incls: Abstracts Nos.  
6049 and 4509.  
Quitclaim deed indorsed "From  
Santa Teresa Land Company," etc.  
do.  
Lease indorsed Tooley to Gage.  
Release from W. J. Veale.  
Tracing, "Portion of W. L. Tooley  
Ranch."

(Delivered in person by C. F. Harvey,  
April 4, 1918.)

OFFICERS  
JOSHUA S. RAYNOLDS, PRES.  
JAMES G. McNARY, V. PRES.  
W. L. TOOLEY, V. PRES.  
J. J. MUNDY, V. PRES.  
E. W. KAYSER, TREAS.  
W. E. WARD, SECY. & MGR.

FIRST MORTGAGE CO.  
OF EL PASO  
CAPITAL \$500,000.00  
SURPLUS \$125,000.00  
WE BUY & SELL 1ST MORTGAGE REAL ESTATE PAPER  
EL PASO, TEXAS

DIRECTORS  
JOSHUA S. RAYNOLDS  
JAMES G. McNARY  
W. L. TOOLEY  
J. J. MUNDY  
E. W. KAYSER  
C. M. NEWMAN  
Z. T. WHITE

March 29, 1918.

Mr. P. W. Dent,  
District Counsel,  
U. S. Reclamation Service,  
Mills Bldg., City.

Dear Sir:

I beg to acknowledge receipt of  
your letter of March 27th and hand you,  
herewith, papers in connection with the  
Montoya headgate:

Pioneer Abstract #4509  
" " #6049

Also the following unrecorded papers:

Release and cancellation of lease in  
the name of Walter J. Veale,  
Lease from W. L. Tooley to H. B. Gage,  
Quit-claim Deed from the Santa Theresa  
Land Co. to W. L. Tooley, Texas form,  
Quit-claim Deed from Santa Theresa  
Land Co. to W. L. Tooley, New Mexico  
form,  
Map as prepared by A. S. Albro of the  
farm,  
Map as prepared by the Reclamation Service  
showing land to be purchased by the  
Government for headgate,  
Portion of unexecuted release to be signed  
by Mr. Gage.

The abstract shows a lien to the First  
Mortgage Company of \$5000. A partial release is  
shown in the abstract, releasing 73 acres of land  
out of 200 acre tract; this land lies west of the  
river. The consideration in the release is not  
definite as to the amount paid at the time this  
release was executed. A new release should be drawn  
stating that notes #1 and #2 for \$5000. each were  
paid and that the entire land is released as regards  
these two notes. I am also making a payment of

Mr. P. W. Dent.

Page 2.

\$1250. on Note #3 in consideration of the release on eight and a fraction acres sold to the Government.

I will appreciate very much if you will have your office draw such papers as will be acceptable to the Government in making this transfer and will ask you to be very careful and return to me the unrecorded instruments referred to herein, so that I can have them recorded.

You will note that the abstract enclosed is quite a long one and it will be very expensive to get a duplicate of it and, inasmuch as it will be necessary for me to retain an abstract on this property, I am going to ask, if not entirely inconsistent with the rules of the department, if you will accept in lieu of an abstract a Guaranty Certificate of Title from the Stewart Title Guaranty Company and return this abstract to me.

Yours very truly,

A handwritten signature in dark ink, appearing to be "W. L. C.", written in a cursive style.

WLT-C  
Encls.



CR

El Paso, Texas, March 27, 1918.

The County Clerk of El Paso County.

El Paso, Texas.

Dear Sir:

Transmitted herewith for official recording are four contracts between the United States and different parties, of whom and dates as follows:

A. T. Colun and Emma Colun, his wife, dated February 18, 1918.

I. G. Gual and others, dated February 7, 1918 (accompanied by extra blueprint on cloth, to be used in recording).

Hendo R. Tooley and W. L. Tooley, dated February 22, 1918.

Elizabeth Bowington, dated February 16, 1918.

Very respectfully,

F. W. DEBT OFB

District Counsel.

Incl. 4 contracts.  
cloth print.



El Paso, Texas, March 27, 1918.

Mr. W. L. Tooley,  
Care First Mortgage Company,  
First National Bank Building,  
El Paso, Texas.

Dear Sir:

This is to advise you that contract dated February 22, 1918, between yourself and Mrs. Tooley and the United States, for sale of land necessary for the Montoya main lateral has been approved.

In accordance with paragraph 2 of this contract you are to furnish an abstract of title to the land, and this is to request that you order the abstract and have it delivered to this office with as little delay as possible. You will of course appreciate that it will be necessary to have the abstract in order to examine the title to the land before payment can be made to you of the purchase price under the contract.

While upon the matter of title, it is noted that one H. B. Gage is now in possession of the premises through which the canal right of way runs, he holding under a lease. Kindly advise if, in your opinion, Mr. Gage would be willing to sign a release to his right in such lands as are described in your contract to sell. It is the understanding of this office that there would be no difficulty in this regard, as, while the land to be conveyed amounts to more than eight acres, it is not a very productive or desirable portion of the total holding.

Thanking you for attention to the above, I am,

Very respectfully,

F W DENT OFH  
District Counsel.

El Paso, Texas, March 25, 1918.

From Project Manager

To Director and Chief Engineer, Washington. (Thru office of Chief of Construction, Denver.)

Subject: Agreement dated February 22, 1918, with Honto H. Tooley, et vir.; purchase of land for right of way - Rio Grande project.

1. Receipt is acknowledged of copy of letter of March 19 from Acting Director to Chief of Construction. You are advised that it is proposed to negotiate with the lessee, either directly or through the owner of the land, with a view to securing a release of lease to the United States so far as the land for right of way and described in the agreement to sell is involved. The portion of the leased premises which are to be sold under the agreement with the United States is not a very desirable or productive part of the farm and it is not anticipated that any trouble will be had in clearing the title. Satisfactory showing will, of course, be made as to this lease and other possible encumbrances that may appear upon examination of title, before payment is made to the Vendor under the contract.

Copy  
J. M. Lawson

J. M. Lawson



DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE  
Denver, Colorado

March 23, 1918.

From Acting Chief of Construction

To Project Manager, El Paso, Texas.

Subject: Agreement dated Feb. 22, 1918 with Honto H. Tooley et vir.  
Purchase of land for right of way purposes - Rio  
Grande project.

1. Reference is made to the Acting Director's letter of March 19th to this office on the above subject which was received on March 22, copy to you from Washington.

2. Please submit report in duplicate to this office giving the information requested in paragraph three of the Acting Director's letter of March 19th.

- - - *P. J. Walter*

CC to D.C., El Paso.

RECEIVED  
MAR 22 1918  
EL PASO, TEXAS

Acting Director

March 19, 1918.

Chief of Construction

Agreement dated Feb. 22, 1918 with Ronto H. Tolley et vir. Purchase of land for right of way purposes, Rio Grande Project.

1. By your reference of March 4, 1918 receipt is acknowledged of Project Manager's form letter of Feb. 25, 1918 transmitting the above mentioned agreement for approval.

2. The agreement has been approved and the original returned the Project Manager for record and appropriate disposition.

3. Please advise what arrangement has been made with the lessee in possession of the premises, referred to at par. 4 of report on land agreement, to care for the lessees' interest in the land if his interest will be affected by the acquisition of the right of way across the leased premises.

*Monica Rien*

Copy to P. M., El Paso, Tex.



**CERTIFICATE.**

I HEREBY CERTIFY That the land described in attached agreement dated February 22, 1918, with HONTO H. TOOLEY and W. L. TOOLEY, her husband, is necessary for purposes authorized by the Reclamation Act, viz: for right of way for MONTOKA MAIN LATERAL, Rio Grande Project, New Mexico-Texas.

In my opinion the consideration agreed upon is reasonable and I recommend that the contract be approved.

L. M. LAWSON,

---

Project Manager.

El Paso, Texas,  
February 27, 1918.



We, the undersigned members of the Board designated to fix the value of the land proposed to be purchased by the United States from HONTO H. TOOLEY and W. L. TOOLEY, her husband, as right of way for the MONTOYA MAIN LATERAL, Rio Grande project, as shown upon agreement to sell hereto attached, find that the fair and reasonable value of said land and rights is

\$1236.00.

A. J. SMITH

Representative El Paso Valley  
Water Users Association.

GEO. W. HOADLEY

Representative U. S. Reclamation  
Service.

El Paso, Texas,

February 25, 1918.

DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

0-2-

Respectfully transmitted to Director, Washington, for approval:

Denver, Colo. Feb. 4, 1918

~~El Paso, Texas, February 25~~, 1918.

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

Subject: Forwarding contract for approval.

Agreement dated **February 23, 1918.** **Rio Grande** Project.

Executed by **L. M. LAWSON, Project Manager.**

With **HONTO H. TOOLEY et vir.**

Estimated amount involved, \$ **1236.00** (See Gen'l Order No. 124)

Purpose of agreement: **Acquisition R/w Montoya Main Lateral**  
(See instructions on back, Pars. 4 and 5)

**Authority No. 5G-6.**

~~Original and one copy of bond herewith.~~ (Strike out if bond transmitted.)

Advise Chief of Construction, Denver, Colorado, and Project

Manager at **El Paso, Texas,**

and **District Counsel** at **El Paso, Texas.**  
of the approval of the above.

**L. M. LAWSON,**  
(Signature.)

Incs.  
Orig. & 3 copies Agmt.  
Rept on Land Agmt.  
Report Apprsrs.  
Cert. P.M.  
2 blue prints.

F. D. Weymouth  
Chief of Construction

(The blanks below to be filled in the Washington Office.)

Approved by **Morris Egan, Acting Director**

Date of approval **MAR 19 1918**

Bond, if any, approved by same officer on same date.

Original enclosed for record  
and further appropriate action

**Morris Egan, Acting Director**

see office letter 3/9/18 & copy

THIS AGREEMENT, made this 22 day of Februarynineteen hundred and eighteen, between HOMER H. TOOLEYand W. L. TOOLEY her husband,  
his wife, of El PasoCounty, Texas, for them severally heirs, legal represen-  
tatives, and assigns, hereinafter styled the vendor, and The United States of America and its assigns byL. 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, to wit:

A tract of land situated in the NE $\frac{1}{4}$  Section 11, and NE $\frac{1}{4}$  Section 14, Township 28 South, Range 3 East, N.M.P.M., as extended by U.S.R.S. into Texas, El Camutillo Grant, El Paso County, Texas, and described and bounded as follows: Beginning at a point on the bank of the Rio Grande River, said point being North 2732.5 feet and West 670 feet from the Southeast corner of the NE $\frac{1}{4}$  of said section 14; thence South 57°06' East 60 feet; thence South 32°54' West 170 feet; thence South 87°06' East 51.9 feet; thence South 30°48' West 637 feet; thence to the left along the arc of a curve tangent to the last course and having a radius of 257.94 feet a distance of 84 feet based on 100-foot chords; thence South 12°01' West 741.7 feet; thence to the left along the arc of a curve tangent to the last course and having a radius of 129.66 feet, a distance of 129.2 feet based on 100-foot chords; thence South 46°31' East 220.2 feet to a point on the property line between Vendor and El Camutillo Land & Townsite Co., from which point the Southeast corner of the NE $\frac{1}{4}$  of said section 14 lies South 900.2 feet and East 975.1 feet; thence with said property line West 563.6 feet to a point on the bank of the Rio Grande River; thence along the bank of the said river North 11°25' East 180 feet; thence North 21°40' East 590 feet; thence North 24°45' East 410 feet; thence North 29°53' East 200 feet; thence North 26°53' East 100 feet; thence North 51°27' East 161.4 feet; thence North 57°06' East 19.3 ft; thence North 32°54' East 400 ft. to the place of beginning, containing eight and twenty-four hundredths (8.24) acres, more or less.

Correct as to Engineering Data



2. In consideration of the premises the vendor further agrees upon receipt of notice that this agreement has been approved by the Comptroller or Director of the Reclamation Service to furnish promptly, at his own expense, an abstract of title which shall later be extended to include any instruments subsequently recorded in connection herewith and also the record of the conveyance made pursuant to this agreement: *Provided*, That if the vendor fails or refuses to furnish proper abstract of title within sixty days after notice that this agreement has been approved, or if within such period written request be made by the vendor, such abstract may be procured by the United States at the expense of the vendor and the cost thereof deducted from the purchase price.

3. The vendor further agrees to procure and have recorded at his own cost all assurances of title and affidavits which he may be advised by the proper Government officials are necessary and proper to show complete title in fee simple unincumbered, and the time spent in procuring, recording and transmitting the same to the officer acting on behalf of the United States (and in furnishing or securing abstract of title) shall be added to the time limit of this agreement.

4. And for the same consideration the vendor agrees to execute and deliver, upon demand of the proper officer of the United States at any time within the continuance of this agreement, a good and sufficient deed of warranty conveying to the United States good title to said premises free of lien or incumbrance.

5. In consideration whereof, the United States agrees that it will purchase said property on the terms herein expressed, and upon execution and delivery of such deed and the signing of the usual Government vouchers therefor, and their further approval by the proper Government officials, it will cause to be paid to the vendor as full purchase price and full payment for all damages for entry upon the above-described land and the construction, operation and maintenance of reclamation works under said act, the sum of.....

**Twelve Hundred Thirty-six (\$1236.00)** .....  
dollars, by U. S. Treasury warrant or disbursing officer's check.

6. Liens or incumbrances existing against said premises may, at the option of the United States, be removed at the time of conveyance by reserving the amount necessary from the purchase price and discharging the same with the money so reserved, but this provision shall not be construed to authorize the incurrence of any lien or incumbrance as against this agreement, nor as an assumption of the same by the United States.

7. It is agreed that the vendor may retain possession of said premises until.....

**March 1, 1919,** ..... notwithstanding earlier delivery of the deed as herein provided, and may harvest and retain the crops thereon until **March 1, 1919** .....; except that the proper officers and agents of the United States may at all times have unrestricted access to survey for and construct reclamation works, telephone and electrical transmission lines, and other structures and appliances incident to said reclamation works, pursuant to said act of Congress, free of any claim for damage or compensation on the part of the vendor.

8. This agreement shall become effective to bind the United States to purchase said premises immediately upon its approval as above specified, and shall terminate by limitation at the expiration of **twenty-four** ..... months from its date, unless extended as above provided, and shall inure to the benefit of and be binding upon the heirs and assigns of the vendor, and also the assigns of the United States.

9. 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., 1109).

10. 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~~ 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.

W. H. HAYES  
President of the United States

For  
1890

Charles A. Hayes

Esther Public

W. H. HAYES  
President of the United States

W. H. HAYES  
President of the United States

W. H. HAYES  
President of the United States

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W. H. HAYES  
President of the United States

W. H. HAYES  
President of the United States

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

Witnesses :

..... **HONTO H. TOOLEY**  
of.....

..... **W. L. TOOLEY**  
of..... Vendor.

..... **L. H. LAYSON**  
..... For and on behalf of the United States.

of.....

STATE OF **Texas** }  
COUNTY OF **El Paso** } ss :

I, **Charles J. Mapel**, a **Notary Public**

in and for said county, in the State aforesaid, do hereby certify that **W. L. TOOLEY & HONTO H. TOOLEY**

who ~~are~~ personally known to me to be the persons whose names ~~are~~ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that

**W. L. TOOLEY and HONTO H. TOOLEY**

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

I further certify that I did examine the said **HONTO H. TOOLEY**

separate and apart from **her** husband, and explained to **her** the contents of the

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

Given under my hand and official seal, this **22** day of **Feb.**, 191**8**.

[SEAL.]

**Charles J. Mapel.**

**May 31, 1919. Notary Public in & for El Paso County, Texas.**

My commission expires.....

Approved ....., 191.....



AGREEMENT TO SELL

TO

UNITED STATES.

COUNTY OF \_\_\_\_\_  
ss: \_\_\_\_\_

I hereby certify that this instrument was filed  
record at my office at \_\_\_\_\_ o'clock \_\_\_\_\_ M.,

\_\_\_\_\_ 191\_\_\_\_\_, and is duly

recorded in Book \_\_\_\_\_ Page No. \_\_\_\_\_

By \_\_\_\_\_

es, \$ \_\_\_\_\_

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 a contract  
executed by me, personally, with \_\_\_\_\_  
that I made the same fairly without any benefit or advantage to myself, or allowing any such benefit or  
advantage to \_\_\_\_\_ or any other person or persons;  
and that the papers accompanying include all those relating to the said contract, as required by the statute  
in such case made and provided.

\_\_\_\_\_ Engineer, U. S. R. S.

Subscribed and sworn to before me at \_\_\_\_\_

[OFFICIAL SEAL.]

this \_\_\_\_\_ day of \_\_\_\_\_, A. D., 191\_\_\_\_\_. My com-  
mission expires \_\_\_\_\_

Note.—Execute this affidavit only on the copy for the Returns Office, not on original.

Use new form authority  
to accept cert. title only -

Mr. Peavey: In ref. letter Apr. 10  
and other correspondence about Foley  
land purchase: A letter was pre-  
pared under date of Mch. 25 for

P. W. Sig. explaining the  
matter of release of lease.

Don't understand why Denver  
keeps writing, unless the letter  
of Mch. 25 was never sent  
Hanning

## REPORT ON LAND AGREEMENT

### DEPARTMENT OF THE INTERIOR UNITED STATES RECLAMATION SERVICE

INFORMATION relating to agreement made **February 22, 1918,** ~~191~~ with

**HONTO H. TOOLEY and W. L. TOOLEY, her husband,**

for the purchase of land required for **MONTOYA MAIN LATERAL**

purposes, **Rio Grande** Project, **El Paso**  
County, **Texas.**

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

**8.24 acres lying in the SE $\frac{1}{4}$  Sec. 11, and the NE $\frac{1}{4}$  Section 14,  
Township 28 South, Range 3 East, N.M.P.M.**

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.

**El Camutillo Land Grant. Dated September 6, 1886.**

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.

**HONTO H. TOOLEY and W. L. TOOLEY, her husband,  
c/o First Mortgage Company, El Paso, Texas.**

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.

**H. B. Gage, lessee, is in possession of premises in question on  
a 5-year lease beginning February 1, 1918, \$3000 per annum. His  
address is - Camutillo, Texas.**

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

**Land is subject to right of way by virtue of contract with water  
users' association(El Paso Valley Water Users' Assoc)**

Correct as to Engineering Data



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.

**4 acres of the land to be conveyed is under cultivation, the entire tract of owner being mostly under cultivation and in alfalfa and grain .**

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.

**Irrigated by private ditch.**

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

**\$150 to \$200 per acre.**

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.

The above is a correct statement of the information procured.

Dated

191

**February 25,**

**8.**

(Signature) .... **GEO. W. HOADLEY** .....

(Title) ..... **Field Assistant** .....  
In Charge of Negotiations.

Approved:

**L. M. LAWSON,**

*Project Manager.*

## INSTRUCTIONS.

1. Land under the Reclamation Act in pursuance of the vari-

## 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 United States Attorney for the district. 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 United States Attorney the engineer should request that, if apparently in satisfactory form and sufficient, they be forwarded to the Assistant Attorney General for the Interior Department, with his opinion thereon, otherwise that they be returned, pointing out the defects and indicating how they may be remedied.

5. The Project Manager will notify the Director as soon as the abstract and form of deed have been forwarded to the Assistant Attorney General.

6. The Assistant Attorney General will render an opinion upon the title, and thereupon all the papers will be returned to the Project Manager 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., pronounced by the Assistant Attorney General to be liens against the estate. Payment may then be made to the grantor by the local fiscal agent, provided no further defects are revealed by the extension of the abstract, or the papers may be forwarded to the Director for payment by Treasury warrant. In the former case 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 United States Attorney for re-examination.

7. 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.



8. 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 cancelled on the records of the land office. This certificate should accompany the voucher of the special fiscal agent in lieu of the deed or relinquishment, which will be retained in the local land office. Where less than a legal subdivision is to be acquired, which cannot be described in the ordinary way (by quarters and halves), the method outlined under (b) and (e), paragraph 38, page 236 of the Manual should be followed.

9. In the public-land States improvements by entrymen are generally regarded as personal property, subject to taxation, and before paying for land to be acquired by relinquishment the certificate of the officer having charge of the tax records in the county should be obtained showing the condition of the property in respect to levy and payment of taxes for the years since the entry.

10. This Form (7-281) may be used as far as it is applicable in making a report of negotiations not concluded, all necessary additional information being given under heading No. 9, when for any reason it is advisable that the matter be further considered by the Project Manager before final agreement. In this case it should be noted conspicuously on the first page and in the brief on back that it is a report of pending negotiations.

11. The person engaged in right of way negotiations or in negotiations for the purchase of lands will make monthly reports to the Project Manager of the particular project, to be forwarded to the Director at Washington, D. C.

12. An agreement of sale may be made with any person owning the land in his own right, or with a trustee under a power in a deed, or with a person holding a power of attorney from the owner authorizing him to do so, or with an executor under a power in a will. A certified copy of the evidence of authority must accompany the papers.

13. The husband and wife must join in the agreement except where the local laws or the conditions under which the property is held do not require it. It is better, however, to obtain in every case the signatures of both husband and wife. The agreement must state whether the vendor is married or single, a widow or widower.

14. An administrator or an executor without a power to sell in the will has no authority to make a contract for the sale or conveyance of land or of a right of way thereon. In case of the death of the owner without a will, the real estate descends to the heirs; if he dies leaving a will, the real estate goes to the devisees, subject in both cases to the payment of debts of the decedent. The heirs or devisees must all join in the agreement.

15. Neither the guardian of a minor nor the guardian of an insane person has a right to contract to sell or convey the real estate of his ward without special authority from the proper court.

16. Before negotiations for the purchase of any tract are begun, it is important to learn whether the land has been offered for sale, and at what time and price; also what price the present owner paid for the land.

17. Special conditions and limitations may be added, when necessary, to the printed forms of contracts in reference to possession of premises, growing of crops, etc., pending final conveyance, but these conditions should be avoided as far as possible, and the time limit of the contract should be fixed with reference to these matters. Ample time should be given in the contract for the preparation of an abstract of title and for consideration of the same by the officials at Washington, D. C. In this connection, see also Manual, Par. 12, Page 227.

18. 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.....





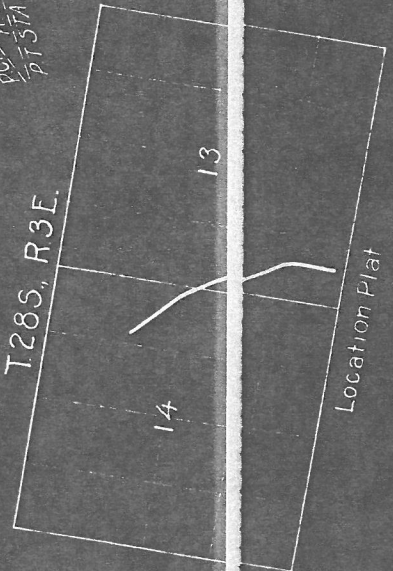
W.L. TOOLEY  
E  
S 57° 18' 24" E  
5900' ± E 1018' TO SE COR  
NE 1/4 SEC 14, T. 28 S. R. 3 E

S 77° 12' 27" E

SEC 14

SEC 13  
S 57° 18' 24" E  
1018' TO SE COR  
NE 1/4 SEC 14, T. 28 S. R. 3 E

T28S, R3E.



Location Plat

S 28° 52' E 1861' ±

S 01° 16' W 959'

N 26° 41' W 841' TO NW COR  
SW 1/4 SEC 13, T. 28 S. R. 3 E

PT. 57° 18' 24" E  
1018' TO SE COR  
NE 1/4 SEC 14, T. 28 S. R. 3 E

S 57° 18' 24" E  
1018' TO SE COR  
NE 1/4 SEC 14, T. 28 S. R. 3 E

RIGHT OF WAY  
Through Property Of  
**CANUTILLO LAND & TOWNSITE CO.**  
5.82 Acres  
In the E 1/4 Sec 14, S. W. 1/4 Sec. 13, and  
N. W. 1/4 Sec 24, T. 28 S. R. 3 E.  
NMPM as extended by U.S.R.S into Texas  
El Canutillo Grant, El Paso County, Tex.

Legend  
R/W to be conveyed

Scale 1" = 200'  
DEPT. OF THE INTERIOR  
UNITED STATES GEOLOGICAL SURVEY  
RIOGRANDE PROJECT N.M.-TEX  
RIGHT OF WAY  
MONTOYA MAIN LATERAL  
Drawn A.C.J. Approved  
Checked Approved  
V.B.L. TO El Paso Tex. Mar. 1/18



W.L. TOOLEY

E  
STA 18+04.5

S 90°02'48"E 1018.1' TO S E COR  
NE 1/4 SEC 14, T.28S, R.3E.

S 45°31'E 1221.2'

SEC 14

S 45°31'E 1221.2'  
PC STA 31+14.2  
PT STA 31+72.4

SEC 13

T28S, R3E.

14

13

Location Plat

S 28°54'E 1861.3'

PC STA 42+75.7  
PT STA 42+72.4

RIGHT OF WAY  
Through Property Of  
**CANUTILLO LAND & TOWNSITE CO.**  
5.82 Acres  
In the E 1/4 Sec 14, S. W. 1/4 Sec 13, and  
N.W. 1/4 Sec 24, T.28S, R.3E.  
N.M.P.M. as extended by U.S.R.S into Texas  
El Canutillo Grant, El Paso County, Tex.