

180

SCHAIER, J. J. et. ux. Louise

WARRANTY DEED

(035)

CENT-SPUR DRAIN
RODRIGUEZ LA 1

0023-0083-0031-00

17-(31) TEXAS

22

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

KNOW ALL MEN BY THESE PRESENTS:

That we, J. J. Schairer and Louise Schairer, husband and wife,

of the County of El Paso, State of Texas, in consideration of the sum of _____
One hundred thirty-one and 10/100 (\$131.10) _____ DOLLARS,

to us _____ in hand paid by The United States of America, pursuant to the act
of June 17, 1902 (32 Stat. 388), and acts supplemental thereto and amenda-
tory thereof, _____ the receipt of which is hereby acknowledged
have _____ Granted, Sold and Conveyed, and by these presents do _____ Grant, Sell and Convey unto the said
The United States of America

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

A tract of land approximately 1 mile Northwest of the town of Clint, Texas,
in the Southeast quarter of the Southeast quarter of Section Thirty-four (34)
Township Thirty-two (32) South, Range, Seven (7) East, United States Reclama-
tion Service Survey, being also in San Elizario Grant, and more particularly
described as follows: Beginning at a point on the property line between land
of vendor herein and Clint Townsite Company, from which point the southeast
corner of said Sec. 34 bears South 19°05'30" East, 72.5 feet; thence North
83°37' West, 127.4 feet along said property line; thence North 13°13' West
222.1 feet; thence North 36°16' West, 372.8 feet to a point on the property
line between land of vendor herein and the T. W. Thompson Estate; thence
along said property line North 75°44' East, 113.9 feet; thence North 8°56'
West, 92.0 feet; thence North 35°34' East, 370.5 feet; thence South 54°52'
East, 33.9 feet; thence South 35°08' West, 359.6 feet; thence to the left
along a 73.4 foot radius curve a distance of 91.0 feet based on 25 ft chors
thence South 36°16' East 335.5 feet; thence South 13°13' East, 289.3 feet to
the point of beginning; said tract of land containing two and three-hundred
(2.03) acres, more or less, sixteen hundredths (0.16) acre of which is occu-
pied by the old Clint Ditch and is the property of the United States and the
remainder or one and eighty-seven hundredths (1.87) acres, being the land
herein intended to convey.

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

The United States of America, and its

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

The United States of America, and its

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

WITNESS our hand ^s at Clint, Texas this 9th day of
October _____, A. D. 191 ⁹

Witnesses at Request of Grantor

J J SCHAIERER

LOUISE SCHAIERER

Correct as to Engineering Data R.D.

THE STATE OF TEXAS,

COUNTY OF EL PASO.

BEFORE ME, J. E. Bowen

A Notary Public

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

J. J. Schairer,

known to me to be the person whose name JA 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 9th day of October A. D. 1919

J. E. Bowen

Notary Public

El Paso County, Texas.

THE STATE OF TEXAS,

COUNTY OF EL PASO.

BEFORE ME, J. E. Bowen

A Notary Public

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

Louise Schairer

wife of J. J. Schairer

known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same by me fully explained to her, she, the said

Louise Schairer

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

Given under my hand and seal of office, this 9th day of October A. D. 1919

J. E. Bowen

Notary Public

El Paso County, Texas.

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 9th day of October, A. D. 1919 with its certificate of authentication, was filed for record in my office this 14 day of October A. D. 1919, at 5:20 o'clock P. M. and duly recorded the 18 day of October A. D. 1919 at 9:23 o'clock A. M. in the records of said County, in Volume 333 on pages 601.

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

W D Greet

Clerk, County Court.

By -----, Deputy.

TO

WARRANTY DEED

Single and Wife's Separate Acknowledgment

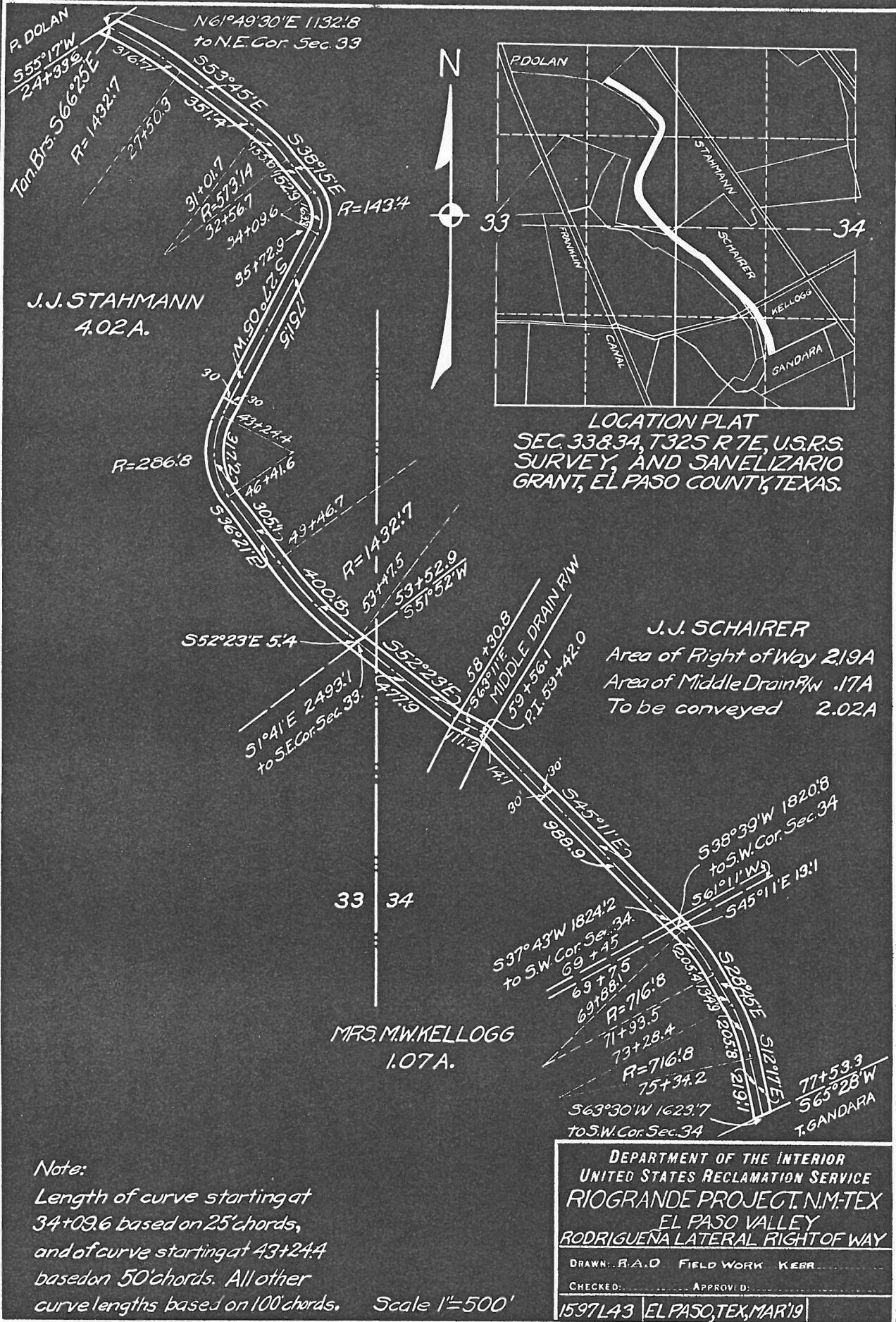
Filed for record ----- 1919

at ----- o'clock ----- M.

Clerk, County Court, El Paso County, Tex.

By ----- Deputy.

ELLIS BROS. PRINTING CO., EL PASO



El Paso, Tex.
Dec. 9, 1919.

Mr. A. J. Schairer,
Clint, Tex.

Dear Sir:

With reference to the matter of payment for the title guarantees which are to be obtained to cover the several parcels of land which the United States is acquiring for ditch right of way, you are advised that, as stated to you yesterday, the letter of the contract is plainly to the effect that the landowner is to supply these title guarantees; that is, the usual procedure formerly was to call upon the landowner to supply abstracts of title, but in the light of recent arrangements whereby the Government is accepting title certificates instead of calling for the more expensive abstracts of title and making its own examination, the contract is now interpreted as referring merely to the furnishing and cost of the title certificates. In securing the title guaranties, the loan of an abstract of title to the guaranty company is, of course, a necessary incident to the transaction.

Further than this, we have taken the matter up with the Project Office and in addition to the matters above referred to, are informed that, as a matter of fact, the contracts in their present form state expressly the understanding of the Project Office, and also that in view of the several relatively large amounts to be paid to you, the Project Office considers that you are getting very fair treatment and even a better deal than many other landowners whose holdings have been crossed by the Government canals.

We are returning the voucher recently sent to you for one of the purchases and trust that you will sign and return it. As stated to you yesterday, the other two transactions will soon be in shape to voucher and the necessary papers will follow in due course.

Very truly yours,

C. F. Harvey

Asst. District Counsel.

El Paso, Tex.
October 13, 1919.

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

Gentlemen:

We are today transmitting for record deed running from J. J. Schairer and wife to the United States, dated October 9, 1919 for 1.87 acre, which is the same land as that covered in application referred to in our letter of Sept. 3rd. We understand that your Legal Department has examined this title and found same good, subject to the execution of the deed running to the United States.

We trust that with the deed now on record, title certificate can be issued at an early date.

Very truly yours,

C. F. HARVEY

Asst. District Counsel.

Enc.

CPH:MEF

El Paso, Tex.
Oct. 13, 1919.

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

Dear Sir:

Transmitted herewith for official record is
deed running J. J. Schairer and wife to the United
States of America, dated October 9, 1919.

Very truly yours,

C. F. Harvey

Asst. District Counsel.

Enc.

El Paso, Tex.
Oct. 6, 1919.

Mr. J. J. Schairer,
Clint, Tex.

Dear Sir:

Transmitted herewith is warranty deed which is to be executed by yourself and wife and acknowledged and returned to this office. The Pioneer abstract and Guanantee Title Company advises us that they are examining your title to this piece of land which is the purchase for 1.87 acres for the "Clint Spur Drain" and have found the title to be good and will issue the title certificate when your warranty deed is recorded. Following this a voucher will be sent to you for signature and check can then be drawn in payment.

All taxes should be paid up to date, otherwise the settlement may be delayed.

The deed will require a 50¢ internal revenue stamp, which it is customary for the grantor to furnish and which please do not overlook.

Very truly yours,

C. F. HARVEY

Asst. District Counsel.

Enc.

CFH:MEF

El Paso, Tex.
Sept. 22, 1919.

County Clerk for El Paso County,
El Paso, Tex.

Dear Sir:

Transmitted herewith for official record is
agreement to sell between J. J. Schairer and wife and
the United States, dated July 12, 1919.

Very truly yours,

C. F. Harvey

Asst. District Counsel.

Enc.

El Paso, Texas, September 3, 1919.

Pioneer Abstract and Guarantee Title Company,

El Paso, Texas.

Gentlemen:

Inclosed are applications and blueprints covering two parcels of land to be purchased from J. J. Schairer, as follows:

2.86 acres in sec. 34, T. 32 S., R. 7 E. Consideration to be paid, \$439.50.

1.87 acres in sec. 34, T. 32 S., R. 7 E. Consideration to be paid, \$131.10.

Warranty deeds will be executed if you find the titles good in the grantor.

We understand that Mr. Schairer has ordered the necessary abstracts of title, but we are writing him to-day advising him to take further action if he has not done so. Kindly advise us if proper order has not been placed for these abstracts.

Very truly yours,

C F HARVEY

Asst. District Counsel.

*See middle
draw*

El Paso, Texas, September 3, 1919.

Mr. J. J. Schairer,

Clint, Texas.

Dear Sir:

We have received approval of your contracts for right of way for middle and clint spur drains. We intend to get title guaranty for these land purchases, and to this end we understand that you have ordered the necessary abstracts of title from the Pioneer Company. We are to-day writing this company asking them for the title guaranties, and pending issuance of same we are taking the liberty of asking you to follow the matter up by proper action if our understanding as to your ordering the abstracts is not correct.

Very truly yours,

C F HARVEY

Asst. District Counsel.

El Paso, Texas, August 25, 1919.

From District Counsel

To Director and Chief Engineer, Washington.

Subject: Contract with J. J. Schairer and wife for purchase of land, dated July 12, 1919, consideration \$131.10 - Rio Grande project.

1. The above described contract was forwarded with form letter of transmittal dated July 24, 1919.

2. To date we have not received notice of approval of the contract, or other comment. We are asking that this agreement be looked up, in order that we may proceed with the title matters and close the transaction.

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

P W DENT CPH

POSSESSORY CERTIFICATE

Rio Grande Project,
El Paso, Texas, July 12, 1919.

I, Geo.W.Hoadley, Field Assistant, United States Reclamation Service, certify that I have personally examined the land sought to be acquired by the United States from J.J.Schairer and wife, in Southeast Quarter of the Southeast Quarter of Sec.34, T. 32 S., R. 7 E., United States Reclamation Service Survey, County of El Paso, State of Texas, for the Rio Grande Project, and that the said proposed vendors were in actual, sole and exclusive possession of the land, claiming to be the owners thereof, and no person claiming a right in such land adverse to the vendors is in possession of any part of it.

Geo.W.Hoadley

Field Assistant

CERTIFICATE

I HEREBY CERTIFY That the land described in the agreement to sell dated July 12, 1919, with J. J. Schairer and wife, is required for purposes authorized by the Act of Congress dated June 17, 1902 (32 Stat. 388), namely as right of way for El Paso Valley Clint Spur Drain, a part of the Rio Grande Project; that the consideration to be paid thereunder \$131.10 is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

L. M. Lawson

Project Manager

El Paso, Texas,

July 12, 1919.

AFFIDAVIT AS TO POSSESSION.

State of Texas, County of El Paso:

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

That he has been in actual, adverse, continuous, and exclusive possession of certain land, to wit: 1.87 acre s in sec. 34, T. 32 S., R. 7 E., U.S.R.S. Survey, El Paso County, Texas, more particularly described in an agreement between himself and the United States of America dated July 12, 1919, for a period of 25 years immediately preceding and including the date of said agreement, and that no other person has during any of this period of time held adverse possession of said described land.

J J SCHAIRER

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

(sgd.) Brooks Dalton

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

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

THIS AGREEMENT, made the twelfth day of July
nineteen hundred and nineteen, between J. J. Schairer
and Louise Schairer, his wife, of El Paso
County, Texas, for themselves, their heirs, legal represen-
tatives, and assigns, hereinafter styled the Vendor, and The United States of America and its assigns by
- - - L.M. Lawson, Project Manager - - - of the 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 dollar (\$1.00), 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 approximately 1 mile Northwest of the town of Clint, Texas, in the Southeast quarter of the Southeast quarter of Section Thirty-four (34), Township Thirty-two (32) South, Range Seven (7) East, United States Reclamation Service survey, being also in San Elizario Grant, and more particularly described as follows: Beginning at a point on the property line between land of vendor herein and Clint Townsite Company, from which point the southeast corner of said Sec. 34 bears South $19^{\circ}05'30''$ East, 72.5 feet; thence North $83^{\circ}37'$ West, 127.4 feet along said property line; thence North $13^{\circ}13'$ West, 222.1 feet; thence North $36^{\circ}16'$ West, 372.8 feet to a point on the property line between land of vendor herein and the T.W. Thompson Estate; thence along said property line North $75^{\circ}44'$ East, 113.9 feet; thence North $8^{\circ}56'$ West, 92.0 feet; thence North $35^{\circ}34'$ East, 370.5 feet; thence South $54^{\circ}52'$ East, 33.9 feet; thence South $35^{\circ}08'$ West, 359.6 feet; thence to the left along a 73.4 feet radius curve a distance of 91.0 feet based on 25 ft. chords; thence South $36^{\circ}16'$ East, 335.5 feet; thence South $13^{\circ}13'$ East, 289.3 feet to the point of beginning; said tract of land containing two and three hundredths (2.03) acres, more or less, sixteen hundredths (0.16) acre of which is occupied by the old Clint Ditch and is the property of the United States and the remainder or one and eighty-seven hundredths (1.87) acres, being the land herein intended to convey.

The vendors expressly warrant 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 vendors 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.

2. In consideration of the premises the vendor further agrees upon receipt of notice that this agreement has been approved on behalf 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

~~One hundred thirty one 10/100 (\$131.10)~~

.....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 ~~July twelfth~~

~~nineteen hundred and nineteen~~ notwithstanding earlier delivery of the deed as

herein provided, and may harvest and retain the crops thereon until ~~July twelfth, 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 by the Comptroller or Director and Chief Engineer of the Reclamation

Service, 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).

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

Witnesses:

_____ J. J. Schairer
of _____

_____ Louise Schairer
of _____ Vendor.

_____ The United States of America,
of _____ By _____

_____ U. S. R. S.
of _____

STATE OF Texas }
COUNTY OF El Paso } ss:

I, James E. Bowen, a Notary Public

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

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

~~they had~~ _____

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

I further certify that I did examine the said Louise Schairer

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 not wish to retract the same.

12 July 9

Given under my hand and official seal, this _____ day of _____, 191

[SEAL.]

(Signed) James E. Bowen
Notary Public,
El Paso Co., Texas

My commission expires June 30, 1921.

Approved this _____ day of _____, 191

AGREEMENT TO SELL

TO

UNITED STATES.

COUNTY OF

ss:

I hereby certify that this instrument was filed

for record at my office at _____ o'clock _____ M.,

_____, 191____, and is duly

recorded in Book _____, Page No. _____.

By _____

Fees, \$ _____

AFFIDAVIT OF DISINTERESTEDNESS

STATE OF _____

ss:

COUNTY OF _____

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 corruptly to the said _____ 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.

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.

REPORT ON LAND AGREEMENT

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

INFORMATION relating to agreement made **July 12,** 19 **19**, with
J. J. Schairer and wife

for the purchase of land required for **Clint Spur Drain**
purposes, **Rio Grande** Project, **El Paso**
County, **Texas**

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

**1.87 acres in Southeast Quarter of the Southeast Quarter of
Sec. 34, T. 32 S., R. 7 E., United States Reclamation Service
Survey.**

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.

**Land is in San Elizario Grant - no United States Public
land in State of Texas.**

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

**J. J. Schairer, Clint, Texas.
Louis Schairer, Wife, Clint, 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, or if some arrangement has been made with the tenant in case his interest in the land desired for acquisition will be affected.

Owners

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

6-4803

**Subject to right of way by virtue of Water Users' Association
Stock Subscription Contract.**

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

All in cultivation

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.

All irrigable under Rio Grande Project

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

\$150.00 to \$200.00

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

Clint Drain will be of general benefit to this land

Dated

July 12.

191
9

(Signature)-----

Geo. W. Bondley

(Title)-----

Field Assistant

In Charge of Negotiations.

Approved:

L. M. Lawson

Project Manager.

6-4808

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, 1917 edition, pages 260-263.

1. As soon as possible after it has been ascertained that the property will be required, the project manager should forward to the director, through the chief of construction, 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

INSTRUCTIONS.

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(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. 15-16, pp. 354-355.)

2. When the agreement has been approved, the original will be returned to the project manager, who will immediately notify the vendor thereof and call upon him, if pursuant to said agreement, to furnish an abstract of title, which shall later be extended to include any instruments subsequently recorded in connection therewith, and also the record of the conveyance made in pursuance of said agreement; also to procure and have recorded, where proper for record, all assurances of title and affidavits which may be necessary and proper to show clear, unincumbered title in him. This will fix the date from which time may be counted in favor of the United States for extension of the option as provided in the agreement, in case it be found necessary to do so. If the abstract contains a large number of entries, it should be indexed, and if the title to a canal system is involved the abstract should be accompanied by maps showing said system and the lands affected thereby. The abstract, certificates, maps, contract, possessory certificate, and form of deed which it is proposed to execute, referred to in next paragraph, should be submitted to the local district counsel. For form of possessory certificate see also par. 25 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), and acts amendatory thereof or supplementary thereto, by the said party of the second part," etc. The grantee or second party must be the United States, and the words "heirs, executors, administrators, successors," etc., when referring to the second party, should be stricken out, and the sentence should read "the party of the second part and its assigns." One copy of the proposed form of deed should be retained by the project manager, to be executed by the vendor after the title has been found acceptable. A quitclaim deed will be acceptable in case title in fee is not vested in the vendor.

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

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

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

7. In the case of land covered by a homestead or desert-land entry where an entire legal subdivision is involved a relinquishment to the United States is sufficient, and a certificate should be obtained from the register and receiver of the local land office showing that the entry was valid and subsisting at the time of the relinquishment, and that it had been relinquished and canceled on the records of the land office. This certificate should accompany the voucher 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 can not be described in the ordinary way (by quarters and halves), the method outlined under (b) and (e), par. 15, page 254, of the Manual should be followed.

8. 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.

9. 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.

10. 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.

11. 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, widow, or widower.

12. 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.

13. 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.

14. 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.

15. 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 district counsel in charge of titles and the officials at Washington, D. C. In this connection see also Manual, par. 14, page 254.

7-281

REPORT ON LAND AGREEMENT.

For ----- purposes.

----- project.

Sec. -----, T. -----, R. -----, M. -----

Belonging to -----

County of -----

State of -----

Submitted by -----

Date -----

191

6-4893

51-2-12
51-2-51

INSTRUCTIONS.

1. This form is devised to render unnecessary the writing in the Washington and Denver offices and in the field of various routine letters in reference to contracts.

2. The project or other office where the contract originates will transmit **two copies** of this form in excess of the number of offices which are to be advised of approval. For example, in the usual case where the Project Manager and Chief of Construction are to be advised, four copies 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. Any other special matter or information relative to the contract too long to write on this form should be set out in a statement or certificate accompanying the contract.

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 below.

6-4533

Inclosures:

----- copies of contract.

----- copies of form letters of transmittal.