

780

CANDELARIA, FRANCISCO G., et. ux., Adela G.

QUITCLAIM DEED

211

SOUTHSIDE FEEDER LATERAL (San Elizario)

0023-00 76-0008-00

9-(8) Texas

780

THE STATE OF TEXAS, }
County of El Paso.

KNOW ALL MEN BY THESE PRESENTS: THAT

Francisco G. Candelaria and Adela G. Candelaria, his wife,
of the County of El Paso, State of Texas, for and in consideration of the
sum of One and no/100 (\$1.00) ~~one hundred and no/100 (\$1.00)~~ DOLLARS,

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

~~Francisco Candelaria~~ Francisco Candelaria, the receipt whereof is hereby
acknowledged, do by these presents Bargain, Sell, Release and Forever Quit-Claim, unto the said
United States of America, acting pursuant to the Act of Congress of
June 17, 1902 (32 Stat., 388), its successors

~~Francisco Candelaria~~ and assigns all their 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 located in Section thirty-five (35), Township thirty-
one South, Range six (6) East, N.M.P.M., more particularly described as
follows: Beginning at the Northwest corner of land of the vendors herein
from which point the Southeast corner of said Section thirty-five (35)
bears South 51° 25' East four thousand two hundred forty-eight (4248.0)
feet; thence South 87° 30' East two hundred ninety-three (293.0) feet to
the Northwest corner of the tract of land herein conveyed; said Northwest
corner being located on the Northerly boundary line of land of the vendors
herein, which said Northerly boundary line is also the boundary line be-
tween land of the vendors herein and land of I. Alderete; thence South
87° 30' East along said Northerly boundary line a distance of twenty-seven
(27.0) feet to Station 3 plus 00 on the center line of the San Elizarrio
Feeder Canal; thence South 7° 45' West a distance of one hundred nine
(109.0) feet to Station 4 plus 09 on the center line of the said San
Elizarrio Feeder Canal, a point on the boundary line between land of the
vendors herein and land of Francisco Gonzalez; thence along said boundary
line South 87° 45' West a distance of twenty-eight (28.0) feet; thence
North 8° 06' East a distance of one hundred eleven (111.0) feet to the
place of beginning, containing seven-hundredths (0.07) of an acre, more
or less.

TO HAVE AND TO HOLD all their 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 United States of America, acting in pursuance of the Act of
Congress of June 17, 1902 (32 Stat., 388), its successors

~~Francisco Candelaria~~ and assigns forever.

WITNESS one hand of this the 29th day of June, A. D. 1916

Witnesses at Request of Grantor:

Francisco G. Candelaria
Adela G. her Candelaria
mark

QUIT-CLAIM DEED
SINGLE AND WIFE'S SEPARATE
ACKNOWLEDGMENTS

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

Before me, **L. A. FOIX, J. P. and exofficio Notary Public** in and for
El Paso County, Texas, on this day personally appeared **Francisco G. Candelaria**

known to me to be the person whose name **is** subscribed to the foregoing instrument, and acknowledged to
me that **he** executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this **29th** day of **June**, A. D. **1916**

Notarial Seal

L. A. FOIX, J. P. and exofficio
Notary Public

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

Before me, **L. A. FOIX, J. P. and exofficio Notary Public** in and for
El Paso County, Texas on this day personally appeared **Adela G. Candelaria** wife of
Francisco G. Candelaria

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 **Adela G. Candelaria** acknowledged such instru-
ment to be her act and deed, and declared that she had willingly signed the same for the purposes and consid-
eration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this **29th** day of **June**, A. D. **1916**.

Notarial Seal

L. A. FOIX, J. P. and exofficio
Notary Public.

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

F. E. B. McClintock, Clerk of the County
Court of said County, do hereby certify that the above instrument of writing, dated on the **29th**

day of **June**, A. D. **1916** with its certificate of authentication, was filed for record in my
office this **5th** day of **July**, A. D. **1916** at **8:50** clock **A.M.**
and duly recorded the **8th** day of **July**, A. D. **1916** at **12:22** clock **P.M.**
in the records of said County, in Volume **297** on Pages **455**

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.

Seal

E. B. McClintock

Clerk County Court, El Paso County, Texas.
By **L. W. Amador**, Deputy.

Filed for record, this _____ day of _____, 191____, at _____ M.
Clerk. _____ Deputy. _____

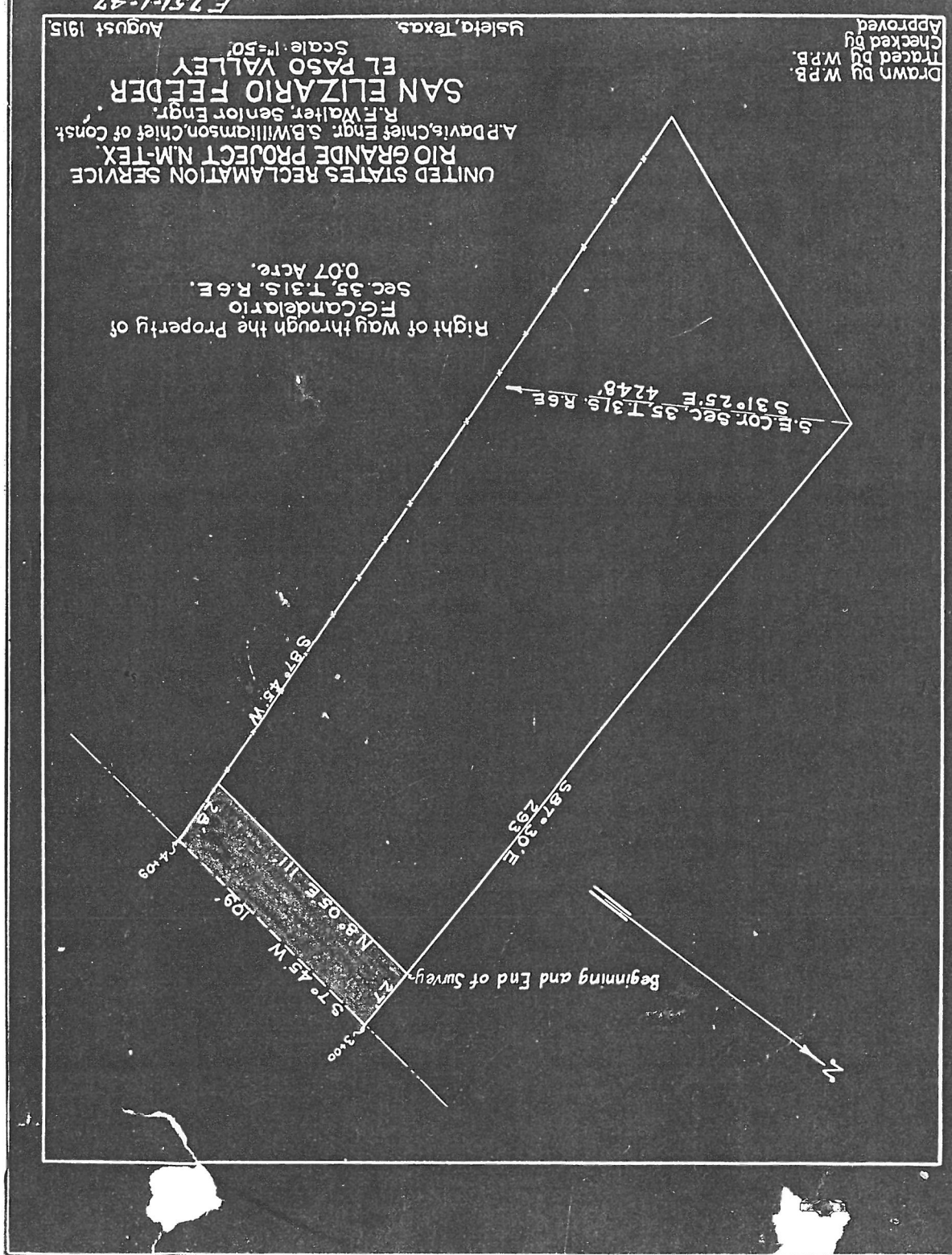
El Paso - Hills

A tract of land located in section thirty-five (35), township thirty-one (31) south, range six (6) east, more particularly as described as follows:-- Beginning at his northwest corner which the northeast corner of section thirty-five (35), township thirty-one (31) south, range six (6) east bears south 27° 25' east four thousand two hundred and forty-eight (4248.0) feet thence north 87° 30' east two hundred ninety-three (293.0) feet to beginning of right of way, thence south 87° 30' east twenty-seven (27.0) feet to station 3+00 on proposed center line of San Elizario feeder, thence south 7° 45' east one hundred and nine (109.0) feet to station 4+09 on proposed center line of San Elizario feeder, thence south 87° 45' east twenty-eight (28.0) feet, thence north 8° 05' east one hundred and eleven (111.0) feet to place of beginning, and containing seven hundred and thirty (0.07) acres, as shown on plat attached which is made a part of contract.

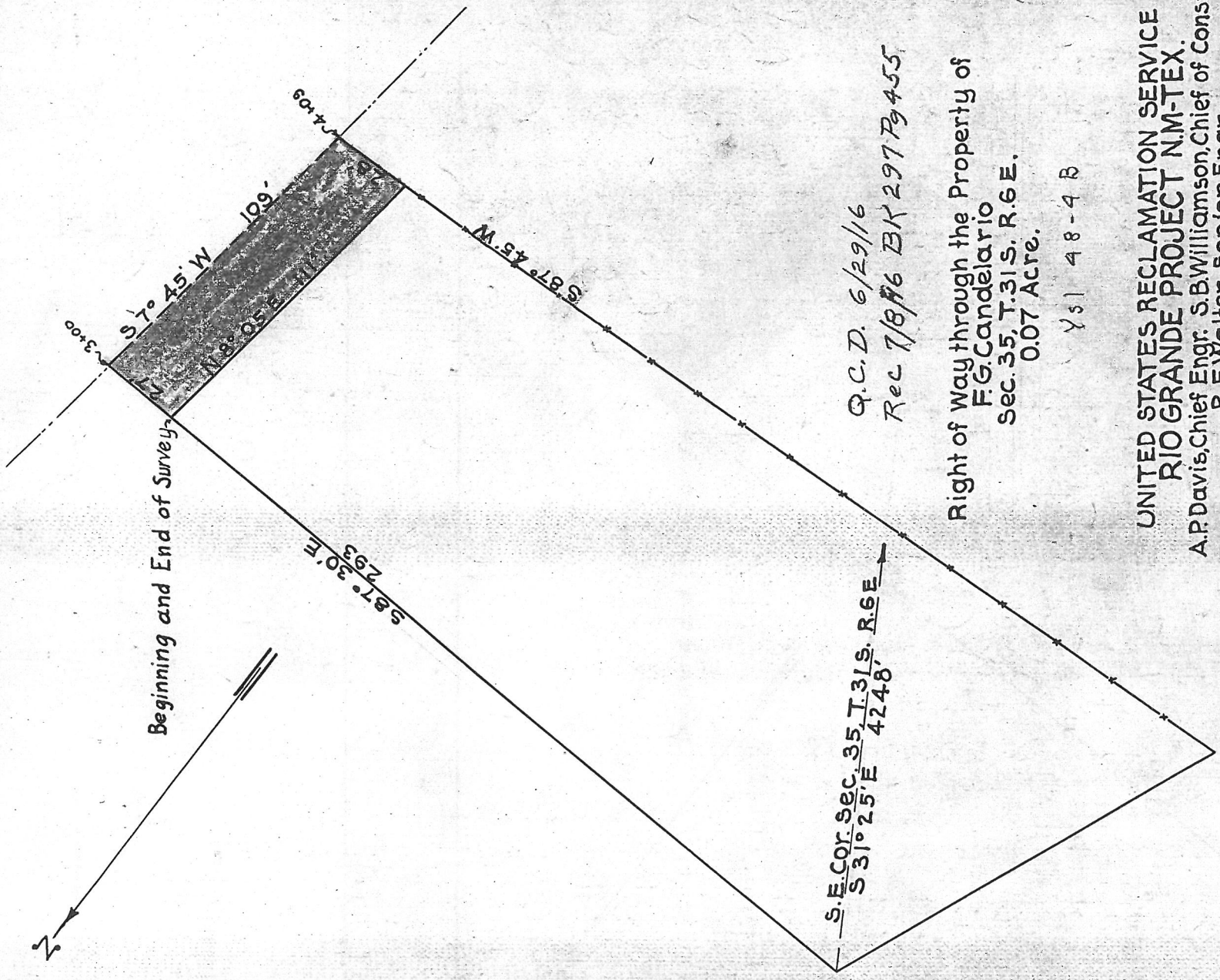
Handwritten initials and numbers:
 2
 3
 4
 5
 6
 7
 8
 9
 10

Insert, sheet No. 1.

Check 11-21-1915



2



S. E. COR. SEC. 35, T. 31 S., R. 6 E.
 S 31° 25' E 4248'

Q.C.D. 6/29/16
 Rec 7/8/16 BK 297 P 455

Right of Way through the Property of
 F.G. Candelario
 Sec. 35, T. 31 S., R. 6 E.
 0.07 Acre.

Ysl 48-4 B

2
 Drawn by W.P.B.
 Traced by W.P.B.
 Checked by
 Approved

UNITED STATES RECLAMATION SERVICE
 RIO GRANDE PROJECT N.M.-TEX.
 A.P. Davis, Chief Engr. S.B. Williamson, Chief of Const.
 R.F. Walter, Senior Engr.

SAN ELIZARIO FEEDER
 EL PASO VALLEY

Scale: 1"=50'

Ysleta, Texas.

AUGUST 1915.

E 751-4-47

JUL 27 1916

DDM-111

July 25, 1916

Acting Chief of Construction,

Director & Chief Engineer, Washington,

Donation deed June 29, 1916, with Francis C. Candelaria and wife for right of way for San Eliazario Seeder-Rio Grande Project.

1. The above described donation deed is transmitted herewith for acceptance and filing.

- - -

3 Encls.

CC-V.L., El Paso, Tex. ✓
Dist. Cl.

El Paso, Texas, July 20, 1916.

I hereby certify that an examination has been made of the tax records of El Paso county, Texas, and such records indicate that Francisco G. Candelaria and Adela G. Candelaria, his wife, are the apparent and reputed owners of the 0.07 of an acre of land conveyed to the United States by quit claim deed dated June 29, 1916.

I further certify that the said Francisco G. Candelaria and Adela G. Candelaria are in sole and exclusive possession of the property described in the aforesaid deed, claiming to be the owners and no person claiming a right in such property adverse to the grantors is in possession of any part of it.

John J. Buck,
Asst. District Counsel.

El Paso, Texas, July 20, 1916.

From Asst. District Counsel

To Chief Counsel, Washington.

Subject: Contract of August 27, 1916, with Francisco G. Candelaria and wife providing for the donation of 0.07 of an acre of land as right of way for San Elizario Feeder - Rio Grande project.

1. The above described contract was transmitted by the Comptroller under date of November 4, 1915, for recording in the county records and return. This instrument has been duly recorded and is enclosed herewith.

Washington, D. C., JUL 25 1916

To District Counsel, El Paso, Texas.

The aforesaid contract has been received and filed.

W. A. RYAN.

Acting Director

JUL 24 16 52497

El Paso, Texas, July 3, 1916.

Mr. Francisco G. Candelaria,
Ysleta, Texas.

Dear Sir:

Receipt is acknowledged of your letter of ^{June} ~~January~~ 29 transmitting quit claim duly executed by yourself and wife for .07 of an acre of land, for which please accept thanks.

Check for \$1.50 will be forwarded in due course to Mr. Fox for the notarial service. In case you have paid him this amount please speak to him and have him endorse the check over to you when he receives it.

Very truly yours,

P. W. Dent,

District Counsel.

JJB

El Paso, Texas, July 3, 1916.

County Clerk, El Paso County.

El Paso, Texas.

Dear Sir:

Enclosed find quit claim deed dated June 29, 1916, from Francisco O. Candelaria and wife to the United States for .07 of an acre of land, which please record in the records of El Paso County.

Very truly yours,

P. W. Dent.

District Counsel.

Enc.

Blue

El Paso, Texas, June 1, 1916.

Mr. Francisco G. Candelaria,

Ysleta, Texas.

Dear Sir:

On January 6 there was sent you for signature, quit claim deed to the .07 of an acre of land which you agreed under date of August 27, 1915, to donate to the Government as right of way for the San Elizario feeder. A copy of the contract entered into with you on August 27, 1915, is enclosed for your information.

Will you be good enough to sign and acknowledge before a notary the deed sent you on January 6 and return the same with as little further delay as possible. The notarial fee will be paid by the Government if you will secure a bill therefor and send to this office with the executed deed. Your wife should, of course, join with you in the execution and acknowledgment of the deed.

Very truly yours,

John J. Buck,

Asst. District Counsel.

Enc.

✓
JHH

El Paso, Texas, January 6, 1916.

Mr. Francisco G. Candelaria,

Ysleta, Texas.

Dear Sir:

In accordance with agreement dated August 27, 1915, between yourself and wife and the United States whereby you agree to convey to the United States certain land required for right of way for the San Elizario Feeder Canal, there is transmitted herewith a quit claim deed, with the request that same be executed by yourself and wife before a notary public and returned to this office. The notarial fee will, of course, be paid by the United States.

Thanking you in advance for your courtesy in this connection, I am,

Very truly yours,

R. W. Dent

District Counsel

enc

Inaction ✓
El Paso, Texas, November 8, 1915.

Mr. Francisco G. Candelaria,

Ysleta, Texas.

Dear Sir:

You are respectfully advised that agreement with you dated August 27, 1915, in connection with the proposed transfer to the United States of certain land for right of way for the San Elizario Feeder Canal was approved by W. A. Ryan, Comptroller, U. S. Reclamation Service, under date of November 4, 1915.

Very truly yours,

P. W. Dent H

District Counsel.

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

El Paso, Texas, October 5, 1915.

Project Manager to the Director (through ~~Supervising Engineer~~
Ch. of Construction.

Subject: Forwarding contract for approval.

The contract described below is forwarded herewith for approval:

Date August 27, 1915.

Rio Grande

Executed by R. F. Walter, Proj. Mgr.

With Francisco G. Candelaria and wife

Accompanied by bond and one copy. ~~Construction~~

Purpose: Right of way for San Elizarrio Feeder

Advise ~~Project Manager~~ *Patrick Counsel* at El Paso, Texas,
(copy to Ch. of Construction at Denver, Colo.)

of the approval of the above, using extra copy or copies hereof.

Estimated amount involved, \$ Nothing Authority No. _____

Orig. contract for Director with

Encls. Rept. on land agr't and Certificate. R. F. WALTER

Copy contract for Returns Off., with affi.
of dis." contract for Ch. of Constr. with Rept.
on Land Agr't and Certificate.

Washington, D. C. NOV 4 - 1915

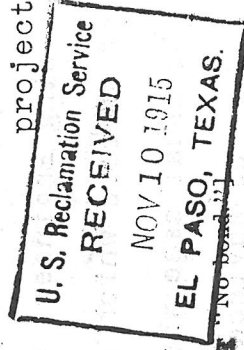
Approved by W. A. Ryan, Comptroller

Date of approval NOV 4 - 1915

Bond, if any (see above), approved by same officer on same date.

Original enclosed *WAC* for record and return.

W. A. RYAN, Comptroller



I hereby certify that the land and property described in attached agreement dated August 27, 1915, with Francisco G. Candelaria et ux are necessary for purposes authorized by the Reclamation Act, viz., for right of way for the San Elizario Feeder, Rio Grande project, New Mexico-Texas. In my opinion the consideration agreed upon is reasonable and I recommend that the agreement to convey be approved.

R. F. WALTER

Project Manager.

El Paso, Texas, 9/6/1915

(0.07 acre)

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

INSTRUCTIONS

1. This form is devised to render unnecessary the writing

in the Washington office and in the field of various routine let-

ters in reference to contracts.

2. The project or other office where the contract originates will transmit to the Director, through the office of the Supervising Engineer, one copy of this form in excess of the number of offices which are to be advised by the Director of approval or acceptance. For example, in the usual case where the project engineer and supervising engineer are to be advised of acceptance or approval three copies should be sent to the Director's office.

3. The Supervising Engineer will make proper notation on his copy of the contract, showing the date when the contract is forwarded by him to the Director.

4. Any special matter or information relative to the contract too long to write on the form should be set out in a statement or certificate accompanying the other papers.

Washington, D. C.

The above-described contract with pond, is duly (see

above) has been accepted and filed.

W. A. LYAN

Draper

AGREEMENT TO CONVEY FOR CANAL LINE, ETC.

7-277

THIS AGREEMENT, made 27th day of August

(See Part 1 of Instructions, page 4 of this blank.)

between Francisco G. Candelaria

and Adela/Candelaria, his wife, of Ysleta,

county of El Paso, State Texas,

and their heirs, legal representatives, and assigns, hereinafter styled the vendor, and

THE UNITED STATES OF AMERICA and its assigns, by R. F. Walter, Project Manager,

of the United States Reclamation Service, hereunto duly authorized by the Secretary of the

Interior, pursuant to the act of June 17, 1902 (32 Stat., 888), hereinafter styled the United States,

WITNESSETH,

1. The vendor, in consideration of the benefits to be hereafter derived from the construction

of irrigation works through, upon, or in vicinity of the lands hereinafter described, and of the

payment by the United States of the sum of one dollar, the receipt of which is hereby acknowl-

edged, does hereby agree that the authorized agents of the United States may enter upon and

survey for, locate, grade, and construct canals, ditches, and other irrigation works, telephone

and electric transmission lines, upon and across the land of the vendor, ~~as shown by plat~~

~~as shown by plat~~ as shown by insert herewith; sheet No. 1, which is made a

part hereof:

~~And the vendor further agrees that at any time during the continuance of this agreement, after it is determined that the strip of land above described will be needed for irrigation works, to be constructed by the United States as aforesaid, he will, upon request of the United States, convey to it all his right, title, and interest in and to the same, and all right, title, interest, tenements, and hereditaments appurtenant thereto, or appertaining and belonging to and used therewith, for the uses and purposes aforesaid, by good and sufficient deed, releasing the United States from all claims for damages by reason of entry upon the land first above described, and by reason of the survey, construction, or operation of said works.~~

3. This agreement shall become effective to bind the United States only upon its approval by the Director of the Reclamation Service, whose approval or disapproval will be signified

70384
Conland

7-277

AGREEMENT TO CONVEY
FOR CANAL LINE, ETC.

TO
UNITED STATES

COUNTY OF _____ } SS:

I hereby certify that this instrument was filed for record in my office at 11⁰⁰

o'clock P.M., Nov 10, 1915 and is duly recorded in Volume 271

Page No. 577

By C. Aranda
Secretary

Fees, \$

1. The agreement should not be dated until signed by both parties, but the date should not be later than the date of the acknowledgment on page 3 of this blank.
2. Where lands required for canals or laterals are donated to the United States, no abstract of title need be furnished. The deed should be transmitted to the Washington office with a certificate by the engineer or examiner that the tax records of the county in which the land is situated have been examined, and that they indicate ownership of the land by the grantors; that the said parties are the reputed owners, and that the land is not in the possession of one claiming adversely to the grantors.

INSTRUCTIONS.

within 12 months from the date hereof, and shall be void if not recorded within the period of 12 months from the date hereof.

4. No Member of or Delegate to Congress, or Resident Commissioner, after his election or appointment for either before or after he has qualified and during his continuance in office, and no officer, agent, or employee of the Government, shall be admitted to any share or part of this contract or agreement, or to any benefit to arise thereupon. Nothing, however, herein contained shall be construed to extend to any incorporated company, where such contract or agreement is made for the general benefit of such incorporation or company, as provided in section 116 of the act of Congress approved March 4, 1909 (35 Stat. L., 1109).

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

Witnesses:
T. A. Polk
of Ysleta, Texas.
R. S. Fessenden,
of Ysleta, Texas.
E. E. Winter,
of El Paso, Texas.
Vera De Witt,
of El Paso, Texas.
Project Manager.
(omital title.)
By M. E. WALTER
THE UNITED STATES OF AMERICA.

Approved this 4th day of December, 1915

By *(Signature)*
Director, U. S. Reclamation Service.

STATE OF Texas,
COUNTY OF El Paso.
I, T. A. Polk, J. P. and ex off. Notary Public

in and for said county, in the State aforesaid, do hereby certify that Francisco G. Candelaria and Adela Candelaria, his wife, who are personally known to me to be the persons whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they 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 Adela Candelaria 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 does not wish to retract the same.

Given under my hand and official seal, this 27th day of August, 1915
[SEAL.] T. A. Polk, J. P. and ex. off. Notary Public.

AFFIDAVIT OF DISINTERESTEDNESS.
(Sec. 3746, Rev. Stat.)

State of _____ }
County of _____ } ss:
I do solemnly swear (or affirm) that the copy of contract herunto 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 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.

Subscribed and sworn to before me at _____
_____ Engineer, U. S. R. S.
[Official seal.] _____ day of _____ A. D. 1915. My commission expires _____

Note.—It will be unnecessary to have this affidavit executed on more than one copy of the contract.

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 Irrigation purposes.

Blo Grande project

Sec. 35, T. 31 S., R. 6. E. M.

Belonging to R. G. Candelaria

County of El Paso

State of Texas

Submitted by

Date 191

REPORT ON LAND AGREEMENT

DEPARTMENT OF THE INTERIOR UNITED STATES RECLAMATION SERVICE

INFORMATION relating to agreement made 27th day of August 1915, with

F. G. Candelaria and wife

for the purchase of land required for **San Elizario Feeder for Irrigation**

purposes, **Rio Grande**

Project, **El Paso**

County, **Texas.**

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

0.07 Acre. For description see agreement to sell.

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.

In **Ysleta Town Grant**, a Mexican grant made under the laws of Mexico. Was never a part of the public domain.

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.

F. G. Candelaria, Ysleta, Texas.
Adela Candelaria Ysleta, Texas. (wife)

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

Owner is in possession. There is no lease.

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 or stock subscription El Paso Valley Water Users' Asso.

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.

None cultivation.

~~Not Subject to Irrigation~~. Land is uneven and there are no improvements on it.

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.

None is irrigated and none is capable of irrigation.

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

~~\$200.00 to \$400.00 per acre~~ \$25.00 to \$50.00 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 Aug 31st 1915

(Signature) R. S. Fernandez

(Title) Asst. Eng. In Charge of Negotiations.

Approved:

R. F. WALTER
Project Manager.

INSTRUCTIONS.

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

1. As soon as possible after it has been ascertained that the property will be required, the Project Manager should forward to the Director of the Reclamation Service the following papers:
(a) Form 7-276 or 7-277, contract of sale, or memorandum of terms of proposed purchase, together with two copies of the same, one for the Returns Office and the other for the Director. When the land is donated, use Form 7-277.

(b) Affidavit of disinterestedness.

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

(d) Certificate that the land is necessary for the purposes authorized by the Reclamation Act and that the consideration agreed upon is reasonable, together with his recommendation that the agreement be approved. This

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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 mets 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, unnumbered 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.