

MISCELLANEOUS CORRESPONDENCE WEST DRAIN

East River Plain

SUBJECT: Right of way for ditches and canals.

DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

September 26th, 1917

Mr. **F.B. Hadlock,**  
**201 Caples Building,**  
**El Paso, Texas.**

Sir:

The Reclamation Service, established under authority of the Secretary of the Interior, in pursuance of the act of Congress of June 17, 1902, known as the reclamation act (32 Stat. L., 388) and acts amendatory thereof or supplementary thereto, is about to undertake the construction of a ditch or canal across lands in

**SW $\frac{1}{4}$  of the NW $\frac{1}{4}$  Section 33, T. 25 S, R. 2 E, N.M.P. M.,**  
of which it is understood you have made entry or are the owner.

An examination of the records of the United States Land Office shows that entry for this land was made subsequent to October 2, 1888, and that it is accordingly subject to the following provision of law:

"That in all patents for lands hereafter taken up under any of the land laws of the United States or on entries or claims validated by this act west of the one hundredth meridian, it shall be expressed that there is reserved from the lands in said patent described a right of way thereon for ditches or canals constructed by the authority of the United States." (Act of Aug. 30, 1890, 26 Stat. L., 391.)

The entries or claims validated by that act are such as may be asserted under entries made subsequent to October 2, 1888, as held by the Department in the circular of October 5, 1893. (See Vol. 17, p. 521, of the Decisions of the Department of the Interior relating to public lands.)

It is intended to exercise the right conferred by this law, and to take the necessary right of way across the said lands for the construction and maintenance of the ditch or canal required in connection with the reclamation work authorized under the said act of June 17, 1902.

For information concerning the location of the proposed canal or ditch, you are referred to the project manager in charge,

Mr. **L.M. Lawson, Project Manager**, at **1218 Mills Bldg., El Paso, Texas.**

Very respectfully,

Cc to Washington Office. ✓  
Cc to District Counsel. ✓*A.P. Davis*

Director and Chief Engineer.

*Mexilla Valley  
East River Drain*

SUBJECT: Right of way for ditches and canals.

DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

June 21, 1917.

Mr. Nelson Larson,

C/O Inspiration Copper Co.

Miami, Arizona.

Sir:

The Reclamation Service, established under authority of the Secretary of the Interior, in pursuance of the act of Congress of June 17, 1902, known as the reclamation act (32 Stat. L., 388) and acts amendatory thereof or supplementary thereto, is about to undertake the construction of a ditch or canal across lands in

N.W. 1/4 of the S.E. 1/4 Section 33, T. 255, R. 3 E, N M P M., of which it is understood you have made entry or are the owner.

An examination of the records of the United States Land Office shows that entry for this land was made subsequent to October 2, 1888, and that it is accordingly subject to the following provision of law:

"That in all patents for lands hereafter taken up under any of the land laws of the United States or on entries or claims validated by this act west of the one hundredth meridian, it shall be expressed that there is reserved from the lands in said patent described a right of way thereon for ditches or canals constructed by the authority of the United States." (Act of Aug. 30, 1890, 26 Stat. L., 391.)

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It is intended to exercise the right conferred by this law, and to take the necessary right of way across the said lands for the construction and maintenance of the ditch or canal required in connection with the reclamation work authorized under the said act of June 17, 1902.

For information concerning the location of the proposed canal or ditch, you are referred to the project manager in charge,

Mr. L. M. Lawson, at El Paso, Texas.

Very respectfully,

*A. P. Davis*

Director and Chief Engineer.

El Paso, Texas, March 9, 1917.

The Register and Receiver,

U. S. Land Office,

Las Cruces, New Mexico.

Gentlemen:

This office would appreciate being furnished with certain data as indicated below in connection with any entry or entries covering the SE $\frac{1}{4}$  of Section 29, T.25 S., R.3 E., N.M.P.M. A carbon copy of this letter accompanies same and after the information is noted in the respective blank spaces on the carbon, this copy can then be returned for the information of this office:

Land	Character of: Entry	No. of Entry	Date of Entry	Date of Patent or Final Cert.
SE $\frac{1}{4}$ Sec. 29, T.25 S., R.3 E.	:	:	:	:

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

Very truly yours,

J. H. Hamilton

Asst. District Counsel

*Answered by letter  
dated March 12/17 attached to  
list of lands under East River &  
Arroyo Canal.*

El Paso, Texas, October 17, 1916.

Mr. S. G. Kilgore,

Berino, New Mexico.

My Dear Mr. Kilgore:

As several letters have been written by this office to Mr. Charles Cottingham and Mr. W. G. Thomas in an effort to secure the donation of rights of way over the respective tracts of land owned and controlled by them, without eliciting any reply from either of them, this letter is being written to you for the purpose of ascertaining whether you desire to make any further efforts to secure the donation of these rights of way, or whether you prefer this office to make these parties a cash offer for the purchase of the land required.

An early reply to this letter is requested, as the excavator will reach the land in question shortly, and if possession of the land necessary for right of way purposes is not secured, the construction work in connection with this drain will have to be discontinued until such time as possession is obtained.

Very truly yours,

P. H. Dent

District Counsel

Copy to:  
Mr. F. M. Hough

JHH

El Paso, Texas, August 28, 1916.

Mr. S. G. Kilgore,

Berino, New Mexico.

My Dear Mr. Kilgore:

According to the Land Office records the United States has a right of way through land of the following mentioned parties under the act of Aug. 30, 1890 (26 Stat. L. 391), the land being entered subsequent to October 2, 1888:

C.L.Gish and J.W.Everts  
Frank Deal  
Albert Goodloe  
Duncan Campbell  
C. L. Gish

The proposed line of the Mesilla Valley East River Drain will pass through a corner of Mr. Deal's land that has been cleared. This corner I am advised amounts to about .2 of an acre. I am also advised that about one-half of Mr. Goodloe's land through which this drain passes is cultivated and that it goes through the cultivated land of Mr. C. L. Gish. It is suggested, therefore, that you advise this office the value of the improvements that will be destroyed by the construction of this drain on the land of Messrs. Deal, ~~Goodloe~~ and Gish in order that appropriate contracts covering payment for such improvements may be prepared. As the United States has a right of way through Mr. Deal's land under the above mentioned act, further endeavors on your part to secure this right of way from Mr. Deal will be

unnecessary. If you do not think that Mr. Deal is entitled to payment for improvements, owing to the fact that the amount of cleared land occupied by the right of way only amounts to about .2 of an acre, will you kindly so advise.

If donation agreements can be obtained from M. McMordie, et al. and Charles Cottingham this will clear up the last lot of rights of way for the Mesilla Valley East River Drain in a very satisfactory manner.

Very truly yours,

P. W. Dent

District Counsel

UNITED STATES LAND OFFICE,  
LAS CRUCES, N. M.  
**FILED**

El Paso, Texas, August 21, 1916.

The Register and Receiver,  
AUG 23 1916

U. S. Land Office, ~~Register~~

Las Cruces, New Mexico.

Gentlemen:

I would greatly appreciate being advised when entry was made on the following tracts of land:

Name of Present owner	Section	Township	Range
7-277 signed C.L. Gish and J.W. Everts <i>Entry</i> <i>Patented</i>	SW $\frac{1}{4}$ SW $\frac{1}{4}$ Sec 26	26 South	3 East Oct 5, 1892
7-263 signed Frank Deal <i>HC 2435</i>	E $\frac{1}{2}$ SE $\frac{1}{4}$ Sec 27	"	3 Feb. 2, 1894
<i>HC 2193</i>	W $\frac{1}{2}$ SW $\frac{1}{4}$ " 26	"	3 Oct. 5, 1892
7-223 signed <i>1/2 C. L. Gish</i> Albert Goodloe <i>HC 2193</i>	SW $\frac{1}{4}$ NW $\frac{1}{4}$ Sec 26	"	3 Oct 5, 1892
<i>HC 2329</i>	SE $\frac{1}{4}$ NE $\frac{1}{4}$ " 27	"	3 May 27, 1893
7-277 signed Duncan Campbell <i>HC 1993</i>	SE $\frac{1}{4}$ SE $\frac{1}{4}$ " 22	"	3 May 28, 1891
<i>HC 2329</i>	NE $\frac{1}{4}$ NE $\frac{1}{4}$ " 27	"	3 May 22, 1893
<i>HC 2193</i>	NW $\frac{1}{4}$ NW $\frac{1}{4}$ " 26	"	3 Oct 5, 1892
7-263 signed C. L. Gish <i>HC 1993</i>	SE $\frac{1}{4}$ Sec 22	"	3 May 28, 1891
7-276 signed M. McMordie, et al. <i>HC 521</i>	NE $\frac{1}{4}$ Sec 22	"	3 Aug. 3, 1883
<i>HC 1153</i>	SW $\frac{1}{4}$ SE $\frac{1}{4}$ " 15	"	3 Oct. 10, 1885
7-276 signed Chas. Cottingham <i>HC 1153</i>	W $\frac{1}{2}$ SE $\frac{1}{4}$ Sec 15	"	3 Oct. 10, 1885
<i>HC 1528</i>	NE $\frac{1}{4}$ SW $\frac{1}{4}$ " 15	"	3 Jan. 30, 1888

A carbon copy of this letter is accompanying same and the date and nature of entry may be inserted opposite the tract of land in question on the carbon copy and this copy returned to this office for our information.

Appreciating your courtesy in this connection, I am,

Very truly yours,  
F. W. Dent  
District Counsel

Berino, N M July 26th 1916

JUL 27 1916

Mr Jno. J Buck, Asst. Dist Counsel

U S R S. El Paso, Texas

Dear Sir:

As Committeeman of the Elephant Butte Water Users Assn. to secure further right-of-way for the East Side - Drainage Canal I beg to report the following:-

✓ Albert Goodloe will give the 3.09 acres for canal provided the government will put in the necessary bridge, flumes and inlets

✓ Duncan Campbell will give the 3:21 acres for canal provided necessary inlets are put in

✓ Chas H Cottingham will give the 6:17 acres for canal provided the necessary bridge on road, flume and inlets are put in and fence replaced on road to keep out stock

✓ C L Gish thro his Agt. C A Thompson will give 2:59 and 6:41 acres for canal provided any needed bridges, flumes and inlets are constructed

There remains to be seen Frank S Deal of Hotel Ramona who you will please see for me at your convenience

✓ I have not been able to locate the agent of the Thomas-McMordie tract yet

The Otto C Stege piece we will leave until later when line is located thro both of his tracts

You will find Goodloe at El Paso Printing Office back of Zieger Hotel, Duncan Campbell, at 1800 Montana St. and Cottingham, 626 Prospect Ave. C L Gish by C A Thompson Agt. Anthony, N M

Yours truly

*M. Kilgore*

El Paso, Texas, July 27, 1916.

Memo. for Mr. Perkins.

Subject: Right of way for the East River Drain, extending from C. E. Miller's place 4 miles north.

1. Report has been received from Mr. Kilgore stating that he has seen Albert Goodlee, Duncan Campbell, and Chas H. Cottingham and that they have signified a willingness to execute contracts.

2. Will you therefore kindly let me have descriptions of land and a blue print of the property map for these four miles in order that the matter may be taken up with the above parties and contracts secured.

John J. Buck.

*East River Drain*

JJB

El Paso, Texas, May 17, 1916.

Mr. S. G. Kilgore,

Berino, N. M.

Dear Sir:

As the cost of the fence, bridges, etc., proposed to be built for Charles E. Miller under contract of March 11, 1916, will exceed \$500.00, to wit, about \$870.00, the Denver office has called for a report thereon by an appraisal board.

Mr. Buck has signed such a report in behalf of the Reclamation Service, and as you represented the Water Users' Association in securing right of way for the East River Drain, I am enclosing the report herewith for your signature and return.

Very truly yours,

R. F. Walter,

Project Manager.

Enc.

*General*



May 11, 1916.

Director and Chief Engineer  
Chief of Construction, Denver.

Right-of-way agreements - East River Drain - Rio Grande  
Project - New Mexico-Texas.

1. Receipt is acknowledged of the following agree-  
ments to convey for canal line, etc. (on form 7-277) trans-  
mitted under your letter May 1, 1916 for approval:

<u>Name</u>	<u>Date</u>	<u>Right of Way</u>
Fred I. McKamy & Wife,	Mch. 11, 1916	East River Drain
Chas. R. Loomis and		
Chas. J. Mapel,	Mch. 13, 1916,	East River Drain
J. G. Barada,	Mch. 14, 1916,	East River Drain
N. Abraham & wife,	Mch. 14, 1916,	East River Drain
Mrs. G. W. North,	Apr. 12, 1916,	East River Drain
Henry Luethy & wife,	Apr. 12, 1916,	East River Drain.

2. The agreements will be held awaiting the Project  
Manager's report in this connection which it is stated in the  
Assistant District Counsel's memorandum of April 27 accompanying  
the contract will be made as soon as the Project Manager returns  
to El Paso.

Copy to PM, El Paso, Texas.

*A. P. Davis*

*Sent several days ago  
5/19/16*

El Paso, Texas, May 9, 1916

Senior Engineer, R. F. Walter

Director & Chief Engineer, Washington, D.C.

Rights of Way - Rio Grande Project.

1. Under date of May 1st the Acting Chief of Construction transmitted to your office six contracts covering donation of right of way, and one contract covering agreement for payment for right of way, as set out in letter of transmittal.

2. In accordance with instructions of the Manual, I herewith submit statement as to maintenance provided for in said contracts.

-----  
(sd) R. F. Walter

Enc.

C.C. with enc. to C.C.

C.C. " " to Dist.C. ✓

Certificate relative to necessity for maintenance  
of structures in connection with the following contracts.

<u>Name</u>	<u>Date</u>	<u>Right of Way</u>
Fred I. McKamy & wife, Chas. R. Loomis & Chas.	March 11, 1916	East River Drain
J. Mapel,	" 13, 1916	" " "
J. G. Barada.	" 14, 1916	" " "
M. Abraham & wife,	" 14, 1916	" " "
Mrs. G. W. North,	April 12, 1916	" " "
Henry Luethy & wife,	" 12, 1916	" " "
H. M. Andreas & wife,	" 14, 1916	" " "

I hereby certify that it will be necessary to provide for the maintenance of the present laterals and irrigation systems of the respective contractors at the expense of the United States, for the reason that all of the contractors named, except H. M. Andreas & wife, donated right of way to the United States for said drainage ditch, and in order that they would not be put to unreasonable expense the United States is required to maintain their present irrigation systems across the said drainage canal, or to provide for the delivery of water to their lands by some other acceptable method.

In the case of H. M. Andreas and wife, part of the right of way was donated, and for this part it was considered that the United States should maintain their present irrigation system.

-----  
(sd) R.F.Walter

El Paso, Texas,  
May 9, 1916.

\_\_\_\_\_  
Project Manager.

DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

OFFICE OF  
DISTRICT COUNSEL

El Paso, Texas, May 8, 1916.

Memo. re contracts for right of way for East River Drain.

Referring to my Memos. of March 13 and March 30, 1916, the last of the contracts covering right of way for about 3 miles of the East River Drain beginning a short distance above Anthony, N. M., and extending south, have been transmitted for approval. There are one or two things not specified in the contracts which should probably be here noted and these are as follows:

Contract with N. Abraham. Mr. Abraham requested that the bridge to be constructed be built near the center of his land.

Contract with H. M. Andreas. Mr. Andreas asked that the drain be built as far as possible first without touching the irrigation ditches now on his place. I take it what he means is that he does not wish to be interrupted in the distribution of water through his irrigation ditches, and this should be remembered and carried out so far as it is possible.

Contract with Annie E. Mitchell. The contract was changed a number of times and after it had been finally signed providing for a bridge on each of the two tracts of Mrs. Mitchell's land, she with her attorney and Mr. Belk called and stated she would have to have an additional bridge on the upper tract. In view of her having donated the land it was thought the best way out

and the only way, would be to give her an additional bridge on the upper tract making two bridges on that tract and one on the lower tract. She has donated over 6 acres of land.

John H. Buck

copy to P. M.

El Paso, Texas, April 27, 1916.

Memorandum accompanying contracts for right of way, East River Drain, Rio Grande project.

Under these contracts it is anticipated that some future maintenance of structures, etc. by the Government may be necessary. The Project Manager is believed to be better qualified to state the reason for assuming such responsibility. He is absent from the city at present, but as soon as he returns, the matter will be called to his attention and such statement or certificate transmitted. It is believed that meantime the contracts can be undergoing examination at Denver so that there will be the minimum of delay in approval, and accordingly they are transmitted with this Memo., seven in number.

John J. Buck,

Asst. Dist. Counsel, U.S.R.S.

El Paso, Texas, April 26, 1916.

Mr. S. G. Kilgore,

Berino, N. M.

Dear Mr. Kilgore:

Would it be asking too much of you to go down to Anthony and take Mr. Nicholson's acknowledgment on the enclosed contract. We were about ready to forward this to Washington when Mrs. Mitchell's attorney called and asked to take the contract to secure Mr. Nicholson's assent thereto. We did not care about having Mr. Nicholson's signature on the contract, since Mrs. Mitchell was the owner and she had already signed, but as he has signed it we think he should acknowledge it so that there will be no objection to placing it of record when the contract has been approved.

I am sorry to trouble you in this matter, but remembering you said you would do all you can to expedite the closing up of these contracts, prompts me to send it to you.

We have all of the contracts now with the exception of North's. North has steadfastly refused to sign it, but as Mrs. North has executed it we are going to transmit it without securing his signature. We realize that the land is her separate property, but as the statute of Texas requires that the husband join the wife in such cases we have been endeavoring to secure his signature. Very truly yours,  
John J. Buck.

El Paso, Texas, April 13, 1916.

Mr. S. G. Kilgore,

Berino, New Mexico.

Dear Sir:

Your letter of April 12 has been received with the enclosures of the Luetthy contract and one signed by Mrs. North. I have canvassed the whole town in an effort to find Mr. North but thus far I haven't been able to locate him. At the Darbyshire foundary they have not seen him for several days. Mr. Andreas also states that he has not seen him since last week and Mrs. Ferguson, Mr. North's daughter I think it is, has not seen him since early this morning. However, I expect to run him down soon.

It was the intent under the contract with Mrs. Mitchell as originally drawn, to build a bridge on each tract of land. We were fully aware of that. At any rate, the contract has been changed so that this feature is more specific, and the contract <sup>has been sent to</sup> ~~to~~ to Mrs. Mitchell at the address you gave for her signature.

In regard to the contract with Mr. Andreas, we have not yet secured this, although I now believe it will be only a matter of a short time until we do. I have been making an effort each day to get him to sign this instrument, but he has been not only a difficult man to see or reach by 'phone, but he has appeared evasive when I was able to see him, and always asked for something

more which was not in the contract or had some other objection or excuse for not signing it. After trying for several hours this morning to reach him I finally got him by 'phone shortly before noon and he had the usual number of objections, but did state that the price of \$200.00 was satisfactory, so presume there will be no difficulty now on that score. I tried to get him again a number of times this afternoon to explain the provisions of the contract, but could not find him in, so I have written him a letter requesting prompt action on the signing of the contract and at the same time explaining certain clauses in the contract. I am in hopes that we will get this contract in a day or two.

The contracts will go forward to Washington promptly after we secure Mr. North's signature, the contract from Mrs. Mitchell, and the one from Andreas. Thank you for your efforts in the matter.

Very truly yours,

John J. Buck.

Berino, N M April 12 1916

APR 13 1916

Mr John J Buck, Asst. Dist. Counsel U S R S

El Paso, Texas

Dear Sir:

Herewith I enclose Mr and Mrs Leuthy,s and Mrs North's agreements duly signed. Mr North is in El Paso at Darbyshire,s Foundry so you may get his signature.

I called Mr Belk up about Mrs Mitchell,s agreement and he said that the reason that the agreement had not been signed by Mrs Mitchell was that her land is in two separate tracts which the Drainage Canal cuts in two and she wants a bridge put in on each tract so as to connect the lands. If you will make out an agreement to cover this item she will be willing to sign the paper. Mr Belk will return the paper sent him and when you have the agreement ready please send it direct to Mrs H L Mitchell, 1504 Lamar Ave, Houston Texas and I will have Mr Belk write her that the agreement is satisfactory to him and she will execute and return to you.

I trust that you can get Mr North,s signature at once and that you already have Mr Andreas,s signature. The water level is doing us great harm and I trust you will push this matter in every way possible so as to get the canal started at the earliest date possible. I had the water users at last meeting pass a resolution authorizing the reclamation authorities to proceed to condemn right of way if need be which I trust will not. If you have any trouble with Mr North please see Mr U S Stewart of the City National Bank and explain to him the situation and I think he can bring him in line and have him sign so as to not be held up any longer. Anything I can do in the matter will do so so as to get things to moving.

Yours truly

*S. G. Kilgore*

DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

OFFICE OF  
DISTRICT COUNSEL

El Paso, Texas, April 8, 1916.

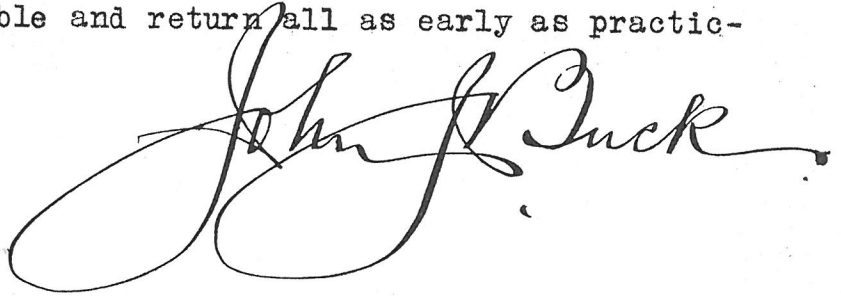
Mr. Geo. Schobinger,

Asst. Engr., U. S. R. S.

Las Cruces, N. M.

Dear Sir:

I have filled out as much as I could on the enclosed forms, and as you are familiar with the land, will you kindly complete as far as possible and return all as early as practicable.

A large, stylized handwritten signature in dark ink, reading "John L. Buck". The signature is written in a cursive style with large loops and a long horizontal stroke at the end.

8 Encls.

*Encl. are reports as requested*

*Schobinger*

JJB

El Paso, Texas, April 8, 1916.

Mr. S. G. Kilgore,

Berino, New Mexico.

Dear Sir:

The contract with Mrs. H. L. Mitchell for right of way for the East River Drain was sent to Mr. F. G. Belk at Anthony, N.M., on March 15 to secure her signature. It occurred to me that you might see him while you are down at La Tuna and see if he can do anything to hurry the completion and return of the contract.

Very truly yours,

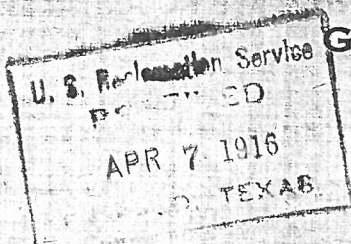
John J. Buck,

Asst. Dist. Counsel.

CARL PRICE

GENERAL MERCHANDISE

HAY AND GRAIN



BERINO, NEW MEXICO.

4/6/16

R. J. Walters, Project. engr.  
El Paso, Texas.

Dear Sir: - Replying to yours of mch. 30<sup>th</sup> beg<sup>g</sup> say that I have been busy on the drainage right of way and herewith enclose Mr Thompson & Kilgore's report on our findings in the Herman Andreas case a copy of which I enclose, We were soon to see Mr. Sweeney and he agreed to give right-of-way with flumes & bridge & inlet.

I saw Mrs. North Monday & she said it was up to Mr. North & that what ever he and Mr Andreas did would be OK with her. Mr. North is in El Paso & will be all week, You can find him thru Mr Andreas. I understood he is at Darbyshire Foundry most of his time. I trust you can find him & get him to sign an agreement to give right of way & send or bring papers for Mrs North's signature. I trust the matter can be closed up at once & you can begin on canal at once as the water level is coming up very rapidly. It is out of ground in some places. If I can be of any service in the matter let me know & I will hurry up the affair all I can. Respt. yrs.

S. S. Kilgore

The \$200- to Mr Andreas is for the land he had leveled & seeded next to public road, about 2 acres as near as we could figure it. X

DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

OFFICE OF  
DISTRICT COUNSEL

El Paso, Texas, March 13, 1916.

*River*  
Memo. re contracts (7-277) for right of way for East ~~Side~~ Drain.

1. In company with Messrs. S. G. Kilgore, a director in the Elephant Butte Water Users' Asso., and Geo. Schobinger, Asst. Engr., I visited such of the parties in and around Anthony, N. M., and LaTuna, Tex. on March 11th as it was possible to see, with a view to securing their signatures to contracts (donation, 7-277) covering right of way for about 3 miles of the East *River* ~~Side~~ Drain beginning a short distance above Anthony, N. M., and extending south.

2. Mr. Kilgore had previously seen and carried on negotiations with the different property owners, as will be noted from his report of February 23, 1916, to the Project Manager, and it was anticipated that no difficulty would be experienced in getting the contracts signed. Such, however, was not the case, even though we agreed to the conditions imposed in Mr. Kilgore's report of February 23d. My report follows:

3. Contract with Charles E. Miller and wife. No trouble was experienced with Mr. Miller, and he and his wife signed the instrument promptly. It will be necessary to build 2 bridges in this case and carry out the other terms of the contract as executed. It is not possible to build any bridges that could be used jointly by Miller and adjoining owner. Miller and his wife live at Anthony.

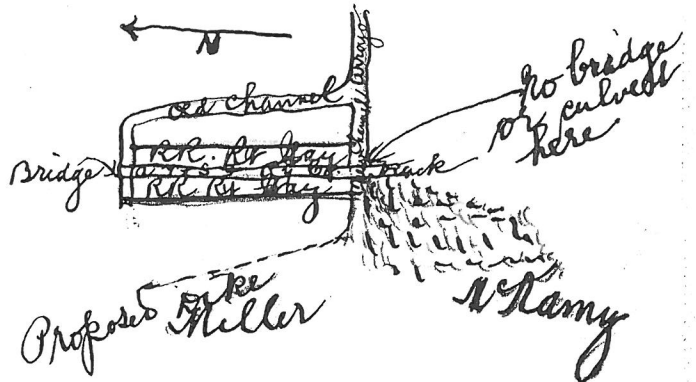
*Rear*

Memo. re contracts (7-277) for right of way for East Side Drain.-- 2

4. Contract with Fred I. McKamy and wife. McKamy lives just across the line at the station known as LaTuna, Texas. We were not so fortunate in getting him to sign promptly, and it was only after about 2 3/4 hours spent with him by the three of us that he finally consented to sign. He states that the construction of the drain will do him little good if any, unless something is done to take care of the water coming down in flood times from the hills east of Anthony through an arroyo across the track of the A. T. & S. F. Ry. Co. It appears that this water formerly crossed the track just to the north of where it now crosses but the old channel was washed out and the flood water apparently no longer follows the old channel. The sketch hereon

will serve to explain the condition that exists there. Both Mr. and I Schobinger/impressed upon Mr. McKamy that this was a condition for which we were in no way responsible.

there is as/no bridge or culvert of any kind where this water now crosses the railroad track, and <sup>stated the Railway Company</sup> as Mr. Miller and Mr. McKamy/is damaged considerably each time the creeks east of Anthony swell, at their request I am presenting the matter to the Project Manager to see if he can do anything toward having the Railway Co. build a bridge or culvert



*River*

Memo. re contracts (7-277) for right of way for East ~~Side~~ Drain--5.

where this flood water now crosses the track and a short stretch of channel on the west side of the Railway's right of way to carry ~~the~~ ~~water~~ the water on so it will run into the drain to be built instead of spreading as at present. As noted above, we do not appear to be responsible in any way for the condition mentioned, but as stated, I am bringing the matter to the attention of the Project Manager as suggested by Messrs. McKamy and Miller. It was necessary to alter the contract slightly before Mr. McKamy signed by providing in addition to the other conditions, the construction of a flume. This was added after taking the matter up with Mr. Walter on the 'phone. It was included in Mr. Kilgore's report but had been omitted from the contract, so I understand, because the provision in the contract for the continuance of the present system of irrigation of McKamy was thought to include the flume. Mr. McKamy arranged with Mr. Schobinger so that the understanding is that approximately 400 feet of fence is to be built, and in view of changed conditions this will not necessarily <sup>all</sup> be built along the right of way.

5. Contract with Mrs. C. W. North. We did not see Mrs. North but her husband stated that although they had told Mr. Kilgore they would sign the contract, they later decided they would not do so until Herman Andreas, who is connected with the City Nat'l Bank of El Paso, and who appears to be a relative, and who is also a property owner from whom we have to secure right of way for this drain, had signed his contract and said theirs was o.k.

*River*

Memo. re contracts (7-277) for right of way for East ~~Side~~ Drain--4.

6. Contract with J. M. Luethy. Mr. Luethy did not sign but stated he saw Mr. Andreas after he had been speaking to Mr. Kilgore and said that Andreas had told him he should not donate his land. My information is that Andreas is a son-in-law of Luethy. I expect to see Andreas soon regarding this.

7. Herman Andreas, Mrs. H. L. Mitchell, Nicolas Abraham, J. G. Barada, and Chas. R. Loomis. Contracts with these people were not secured for the reason that they or their representatives, with the exception possibly of Mrs. Mitchell, live in El Paso. These comprise the balance of those from whom it is necessary to secure contracts. I am endeavoring at present to get in touch with them.

  
Asst. District Counsel.

Copy to Project Manager.

Berino, N M Feb 23rd 1916

Mr R F Walter, Project Mgr.

El Paso Texas

Dear Sir:

The following is a list of parties who give right-of-way for East Side Drainage Canal and the conditions they impose:

✓ C E Miller, --- Gives right of way for canal proper and for lateral ditch to carry off water from hills, under the following conditions: ✓ 1st. That you build two bridges, one where road is now and another near ranch house.

✓ 2nd. That you provide two inlets for surplus irrigation water.

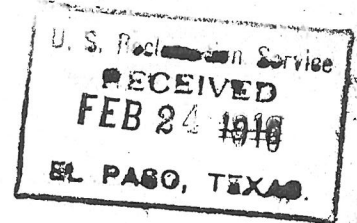
✓ 3rd. Fence on both sides

4th. Gov. pay for abstract of titles.

5th. Road along west side of canal.

✓ 6th. Replace lateral if needed.

✓ 7th. Flume for irrigation if needed.



F I McKamy, --- Gives right of way, provided you build fence on both sides to protect crops.

2nd. Inlet for water

3rd. Small flume

4th. Take care of flood waters from hills, *by ditch run for a way on mill plan*

✓ Herman Andreas, gives right of way provided you build bridge in front of ranch house and provide a flume for irrigation and also an inlet.

✓ Mrs G W North, same conditions as Andreas, the same bridge, flume and inlet answers for both.

Nicolas Abraham, gives right of way provided you build bridge flume and inlet

Mrs H L Mitchell, J M Luethy, J G Barada and Chas R Loomis all give right of way under same conditions as Nicolas Abraham.

Would like to have the atty. draw up the agreements for C E Miller

F I McKamy, J M Luethy, Herman Andreas, and Mrs G W North and get them to me by return mail if possible and the balance as soon there -after as possible.

Mitchell, Abraham, Barada and Loomis all live in El Paso and perhaps I could get their certificates thro you without making a trip to El Paso. Yours truly

*S. G. Kilgore*

U.S. Reclamation Service  
RECEIVED  
APR 7 1916  
EL PASO, TEXAS.

Anthony, New Mexico, April 6th., 1916.

R.F. Walter, Project Engineer Rio Grande Project,  
El Paso, Texas.

Dear Sir:

We, the undersigned, acting as an arbitration committee in the matter of the right of way for the East Drainage canal across the lands of Herman Andreas; respectfully recommend to you that Mr. Andreas be paid the sum of Two Hundred Dollars for the said right of way across his holdings adjoining the town of La Tuna, Texas.

The amount allowed is based on the value of the land at the extreme north end of his land which he has improved for a distance of approximately 900 feet; the balance being unimproved, Mr. Andreas gave his representative, C.A. Thompson, to understand was given for the purposes desired without valuation.

In arriving at this payment above mentioned, we took into consideration the value of lands adjacent to the land appraised and made certain ~~deductions~~ deductions from that sum for benefits to the remaining lands belonging to Mr. Andreas .

Respectfully yours,

*C.A. Thompson*  
.....  
*S.G. Kiezer*  
.....

DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

Office of  
District Counsel

El Paso, Texas, March 30, 1916.

Memo. re contracts (7-277) for right of way for East River Drain.

1. Since my memorandum of March 13 Nicolas Abraham, J. G. Barada, Chas. R. Loomis and Chas. J. Mapel have executed contracts donating the necessary land, and the only remaining persons from whom it is necessary to secure right of way are Mrs. H. L. Mitchell, Herman Andreas, J. M. Luethy and Mrs. G. W. North. It will be noted from my memorandum of March 13 that the last two named have held off signing contracts on the advice of Andreas.

2. Knowing of the desire to get all contracts executed as promptly as possible I got in touch with Mr. Andreas soon after I saw Mr. Schobinger and Mr. Kilgore, <sup>on Saturday, March 11.</sup> His answer was that he did not promise Mr. Kilgore he would donate any land, that his land did not need any drainage, that the proposed drain would damage his land more than anyone else, and for these reasons he would not sell nor donate. He added, however, that he would like to meet someone from the Reclamation Service on the ground and be shown just where the proposed drain would run on his land. He fixed 12 o'clock noon Sunday, March 19 as the earliest time he could get up to La Tuna. That time was arranged and Mr. Schobinger went down to La Tuna from Las Cruces to meet him but he did not show up. Andreas told me on Monday, March 20, that he was forced late Saturday, March 18, to break the engagement. He then fixed Sunday, March 26, as the earliest date he could get to La Tuna and Mr. Schobinger again went to La Tuna

at that time and showed him where the drain would run. I tried to get to see Andreas on Monday, March 27, but he stated he could not see me until after 4 P. M., Tuesday, March 28. I called on him at that time shortly after 4 o'clock but he had left his place of business in the City National Bank. I called him on the 'phone again early Wednesday, March 29, and the earliest he could see me was 4 P. M., of that date. I showed him on a plat the 40 foot and 60 foot right of way lines with relation to his other land which I understood from Mr. Schobinger was the further information he desired. He had the same argument as on former occasions and requested that the location of the drain on his land be fixed farther west along the road. I told him that the present location was the logical one but in order to have the matter settled I called Mr. Walter on the 'phone and he came over to the bank and told Andreas the same thing and that the location could not be changed. I called to Andreas' attention that the time had now come when something should be done and that if some mutual agreement could not be reached it would probably mean that the right of way through his place would have to be condemned. I then suggested that inasmuch as he would not donate the land to fix a price, but he would not do this, stating that he had refused \$300.00 an acre for some of the land recently. He finally consented to the selection of one man to represent him, one the water users'

association and these two to select a third, they to fix a price. This is the present status of the matter and Mr. Walter is writing Mr. Kilgore accordingly and also for Kilgore to take up with Mrs. North and Mr. Luethy and arrive at some agreement so that contracts can be executed with them.

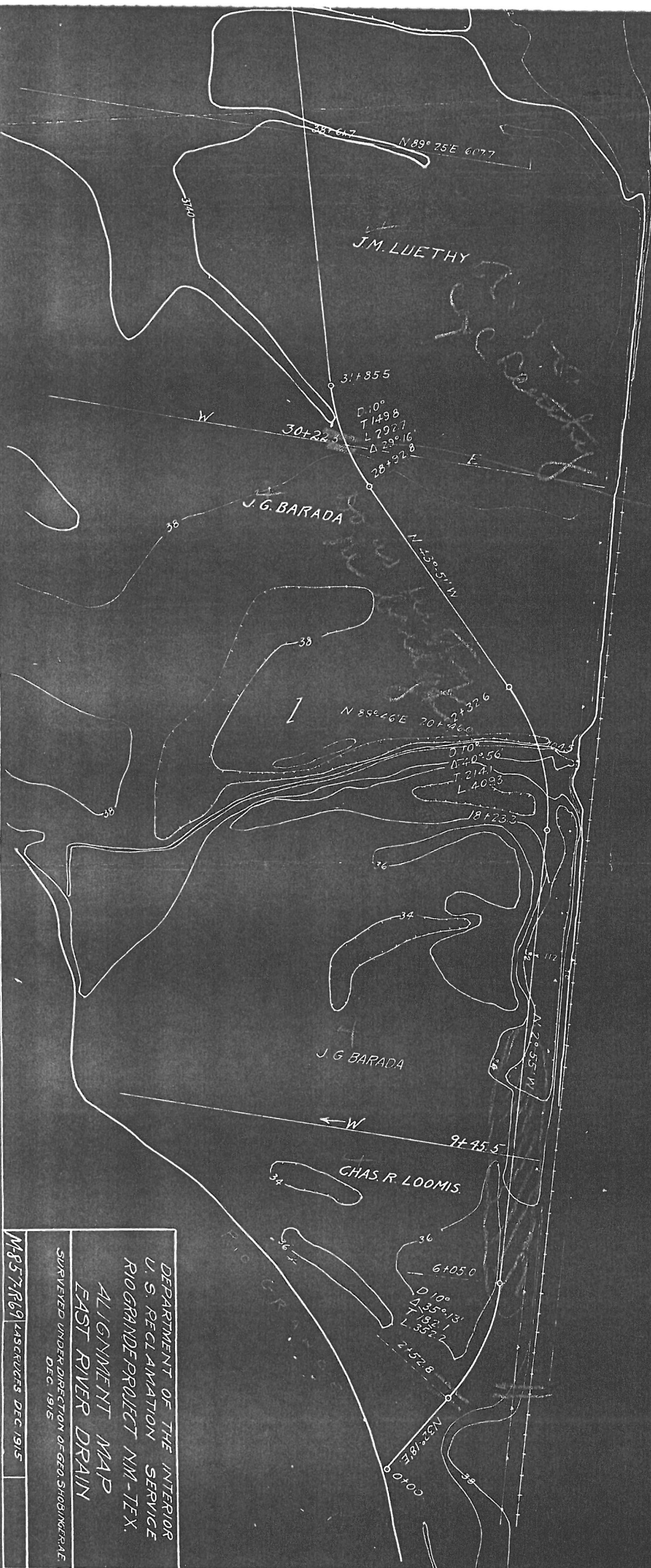
3. Contract with Mrs. Mitchell was sent to F. G. Belk at Anthony, N. M., on March 15 to secure her signature.

4. Andreas has stated to me that he is as public spirited as anyone and is desirous of helping the Reclamation Service in every way he can, that he has only the highest regard for those connected with it, but that he had a strong dislike for "those up there", meaning, I took it, some of the water users north of his place, the community ditch people, and perhaps the Elephant Butte Water Users' Asso. He has been very careless in the keeping of engagements, and his attitude seems to have been to evade and put off as much as possible this right of way matter. He has stated to me on one occasion that the drain would damage him \$15,000 or \$20,000.



Andreas stated in the presence of Mr. Walter and myself before leaving him on Copy to Project Manager. the 29th that he would donate the right of way where the drain will pass through a slough or draw on his place, but that he would not give the right of way north of where the drain enters the slough. He also asked Mr. Walter to run the right of way over more to the East for a portion of the distance of the drain through the slough so it wont interfere with some cultivated land near the slough on the West.

DEPARTMENT OF THE INTERIOR  
 U.S. RECLAMATION SERVICE  
 RIO GRANDE PROJECT N.M.-TEX.  
 ALIGNMENT MAP  
 EAST RIVER DRAIN  
 SURVEYED UNDER DIRECTION OF GEO. SHOBINGER, A.E.  
 DEC. 1915  
 M8571R69 LAS CRUCES DEC. 1915



*Intersection*  
Mrs H.L. MITCHELL

64+16.2

N 89° 53' W 1427.7

N 14° 35' W

3+40

NICOLAS ABRAHAM

48+16.2 N 89° 53' W 590.7  
48+07.1 N 89° 57' W 1092.3

Mrs H.L. MITCHELL

38+61.7

N 89° 25' E 607.7

J.M. LUETHY

