

80
CANTRELL, MCQUILLAN, et. al.

WARRANTY DEED

056 EAST DRAIN NO. 36

0023-00 58-00008-00

780

THIS INDENTURE, Made this 20th day of December in the year of our Lord one thousand nine hundred and twenty-three between H. E. Cantrell and Kate Pace Cantrell, his wife; Sam Watkins and Florence M. Watkins, his wife, and E. J. McQuillan, an unmarried person, all of El Paso, County of El Paso, State of Texas, parties of the first part and the United States of America, pursuant to the Act of June 17, 1902 (32 Stat. 388), and acts amendatory thereof or supplementary thereto, party of the second part

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of Eight Hundred Eighty-five and no/100 (\$885.00) Dollars, lawful money of the United States of America, to them in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, have granted, bargained, sold, remised, conveyed, released and confirmed, and by these presents do grant, bargain, sell, remise, convey, release and confirm unto the said party of the second part its successors and assigns forever, all the following described lot or parcel of land or real estate, situate, lying, and being in the County of Dona Ana, State of New Mexico, to-wit:

A tract of land situated in the Southwest quarter (SW $\frac{1}{4}$) of Section ten (10) and the Northwest quarter (NW $\frac{1}{4}$) of Section fifteen (15), Township twenty-six (26) South, Range three (3) East, New Mexico Principal Meridian; being a strip of land one hundred twenty (120.0) feet in width, lying sixty (60.0) feet on each side of the center line of the Mesilla Valley East River Drain; said center line being described as follows: Beginning at Station 302 plus 66.9 of the said center line which is a point on the boundary line between land of the Grantors and C. H. Gottingham; said boundary line having a bearing of East and West, and from which point the Southwest corner of the tract of land herein described bears West sixty-three and four-tenths (63.4) feet, and from said Southwest corner the Northwest corner of said Section fifteen (15) bears North thirty-five (35) degrees three (03) minutes West a distance of three thousand one hundred eighty-one and three-tenths (3181.3) feet; running thence North eighteen (18) degrees fifty (50) minutes West a distance of two thousand seven hundred ninety-two (2792.0) feet; thence to the right on a curve of five hundred seventy-three and seven-tenths (573.7) foot radius a distance of one hundred ninety-one and two-tenths (191.2) feet; all distances on curves in this description being measured on 100-foot chords; thence North no (00) degrees seventeen (17) minutes East a distance of eight hundred thirty-five and four-tenths (835.4) feet; thence to the right on a curve of one hundred ninety-three and two-tenths (193.2) foot radius a distance of two hundred nineteen and five-tenths (219.5) feet; thence North sixty-six (66) degrees nine (09) minutes East a distance of one hundred forty-one and six-tenths (141.6) feet; thence to the left on a curve of one hundred ninety-three and two-tenths (193.2) foot radius a distance of one hundred eighty and six-tenths (180.6) feet; thence North eleven (11) degrees fifty-nine (59) minutes East a distance of one hundred eighty-nine and one-tenth (189.1) feet; thence to the left on a curve of one thousand four hundred thirty-two and seven-tenths (1432.7) foot radius a distance of five hundred eighteen and three-tenths (518.3) feet; thence North eight (08) degrees forty-five (45) minutes West a distance of five hundred twenty-five and seven-tenths (525.7) feet to Station 358 plus 60.3 of the aforementioned center line of the Mesilla Valley East River Drain, being a point on the boundary line between land of the Grantors and land of the J. P. Dieter Estate; said boundary line having a bearing of North

eighty-nine (89) degrees fifty-six (56) minutes East, and from which point the Northwest corner of the tract of land herein described bears South eighty-nine (89) degrees fifty-six (56) minutes West sixty and seven-tenths (60.7) feet distant, and from said Northwest corner the Southwest corner of said Section ten (10) bears South twenty-four (24) degrees fifty-four (54) minutes forty-two (42) seconds West two thousand nine hundred twenty-two and seventy-two hundredths (2922.72) feet; the above described tract of land containing fifteen and forty-hundredths (15.40) acres, more or less, sixty-five hundredths (0.65) of an acre of which is occupied by the right of way of the Atchison, Topeka and Santa Fe Railway and county roads, and the remainder, or fourteen and seventy-five hundredths (14.75) acres, being the land herein conveyed;

Corrected to Engineering Data
Date

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances unto the said part 7 of the second part ~~its successors~~ ~~heirs~~ and assigns forever. And the said part 108 of the first part, for themselves, their ~~heirs, executors and administrators~~ ~~its successors~~ covenant and agree, to and with the said part 7 of the second part ~~they were~~ ~~heirs~~ and assigns, that at the time of the ensembling and delivery of these presents ~~well~~ seized of the premises above conveyed, as of a good, sure, perfect and indefeasible estate of inheritance, in law, in fee simple, and ha d good right, full power, and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid; and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and incumbrances of what kind and nature soever; and the above bargained premises in the quiet and peaceable possessions of the part 7 of the second part ~~heirs~~ and assigns, against all and every person lawfully claiming or to claim, the whole or any part thereof, the said part its of the first part shall and will warrant and forever defend.

IN WITNESS WHEREOF the said part ies of the first part ha ve hereunto set their hands and seal 9 the day and year above written.

Signed, Sealed and Delivered in the Presence of

E. J. McQuillan (L. S.)

(\$1.00 documentary stamp attached and cancelled)

H. E. Cantrell (L. S.)

Kate Pace Cantrell (L. S.)

Sam Watkins (L. S.)

Florence H. Watkins

STATE OF ~~NEW MEXICO~~ Texas }
County of El Paso ss.

On this 20th day of December 19 23 before me personally appeared H. E. Cantrell and Kate Pace Cantrell, his wife; Sam Watkins and Florence H. Watkins, his wife; and E. J. McQuillan, an unmarried person,

to me known to be the person 9 described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL)

Ruth B. Paqua,

Notary Public in and for
El Paso County, Texas.

My commission expires May 31st, 1935.

No. 45680

WARRANTY DEED

H. E. Cantrell, et al

TO

United States of America

STATE OF NEW MEXICO, }
County of El Paso ss.

I hereby certify that this instrument was
filed for record on the 27th day of

Dec. A. D. 1923

at 2:10 o'clock P. M. and duly recorded in

Book 66 Page 254 of the records of

Deeds of said County.

(Signed) M. J. Chavez
Probate Clerk and Ex-Officio Recorder

Deputy.

For Sale by Ellis Bros. Ptg. Co., El Paso

THE STATE OF NEW MEXICO

COUNTY OF DONA ANA

WHEREAS, by mortgage deed dated May 18th, 1923, recorded in the county clerk's office of Dona Ana County, New Mexico, in mortgage book No. 27, page 351, Sam Watkins, joined by his wife, Florence M. Watkins, H. E. Cantrell, joined by his wife, Kate Pace Cantrell, and E. J. McQuillan, an unmarried person, hereinafter called first parties, did execute to Otto C. Stage, hereinafter called second party, such mortgage deed upon the property described in said mortgage deed, and to which reference is hereby made for description, to secure to said second party Six Thousand (\$6000) Dollars evidenced by three (3) notes, each for Two Thousand (\$2000) Dollars, of even date of said mortgage deed, and due respectively one, two and three years after date; and

WHEREAS, said first parties did on said May 18th, 1923, execute another mortgage deed to said second party, the same being recorded in the county clerk's office of Dona Ana County, New Mexico, in mortgage book No. 27 page 359, such last mentioned mortgage deed being executed on property different from that described in the first mortgage deed herein mentioned, the property in said last mentioned mortgage deed being fully described in same, to which reference is hereby made for description, said last mentioned mortgage deed having been so executed for the purpose of securing Three Thousand (\$3000) Dollars, evidenced by three (3) notes of One Thousand (\$1000) Dollars each, of even date of said mortgage and due respectively in one, two and three years after date; and

WHEREAS, the property hereinafter described, containing 14.75 acres, occupied by Mesilla Valley East River Drain, is a part of the premises described in the two above mentioned mortgage deeds; and

WHEREAS, the first parties have made a contract

with the United States of America to deed the property herein-
after described to it; and

WHEREAS, it is necessary that the property herein-
after described be released from said two mortgage deeds; and

WHEREAS, second party, joined herein by his wife,
Luz S. de Stege, is desirous of releasing said property, occupied
by said Drain, the same being the property hereinafter described.

Now, THEREFORE, in consideration of one dollar to us
in hand paid, the receipt of which is hereby acknowledged, we,
Otto C. Stege, joined herein by his wife, Luz S. de Stege, do
hereby, and by these presents, release and forever quit-claim
to first parties from said two mortgage deed liens the following
described property, to-wit:

A tract of land situated in the Southwest
quarter (SW¹/₄) of Section ten (10) and the Northwest
quarter (NW¹/₄) of Section fifteen (15), Township
Twenty-six (26) South, Range three (3) East, New
Mexico Principal Meridian; being a strip of land
one hundred twenty (120) feet in width, lying sixty
(60.0) feet on each side of the center line of the
Mesilla Valley East River Drain; said center line
being described as follows:

Beginning at Station 302 plus 66.9 of the
said center line which is a point on the boundary
line between land of the ~~first parties~~ and C. H. Cottling-
ham; said boundary line having a bearing of East
and West, and from which point the Southwest corner
of the tract of land herein described bears West
sixty-three and four-tenths (63.4) feet, and from
said Southwest corner the Northwest corner of said
Section fifteen (15) bears North thirty-five (35)
degrees three (3) minutes West a distance of three
thousand one hundred eighty-one and three-tenths
(3181.3) feet; running thence North eighteen (18)
degrees fifty (50) minutes West a distance of two
thousand seven hundred ninety-two (2792.0) feet;
thence to the right on a curve of five hundred
seventy-three and seven-tenths (573.7) foot radius
a distance of one hundred ninety-one and two-tenths
(191.2) feet; all distances on curves in this
description being measured on 100- foot chords;
thence North no (00) degrees seventeen (17) minutes
East a distance of eight hundred thirty-five and
four-tenths (835.4) feet; thence to the right on
a curve of one hundred ninety-three and two-tenths
(193.2) foot radius a distance of two hundred
nineteen and five-tenths (219.5) feet; thence
North sixty-six (66) degrees nine (09) minutes
East a distance of one hundred forty-one and
six-tenths (141.6) feet; thence to the left on
a curve of one hundred ninety-three and two-tenths
(193.2) foot radius a distance of one hundred

eighty and six-tenths (180.6) feet; thence North eleven (11) degrees fifty-nine (59) minutes East a distance of one hundred eighty-nine and one-tenth (189.1) feet; thence to the left on a curve of one thousand four hundred thirty-two and seven-tenths (1432.7) feet radius a distance of five hundred and thirty-three and six-tenths (533.6) feet; thence North eight (08) degrees forty-five (45) minutes West a distance of five hundred twenty-five and seven-tenths (525.7) feet to Station 558 plus 60.3 of the ~~afforded~~ mentioned center line of the Mesilla Valley East River Drain, being a point on the boundary line between land of the ~~first parties~~ and land of the J.P. Dieter Estate; said boundary line having a bearing of North eighty-nine (89) degrees fifty-six (56) minutes East, and from which point the Northwest corner of the tract of land herein described bears South eighty-nine (89) degrees fifty-six (56) minutes West sixty and seven-tenths (60.7) feet distant, and from said Northwest corner the Southwest corner of said Section ten (10) bears South twenty-four (24) degrees fifty-four (54) minutes forty-two (42) seconds West two thousand nine hundred twenty-two and seventy-two hundredths (2922.72) feet; the above described tract of land containing fifteen and forty-hundredths (15.40) acres, more or less, sixty-five hundredths (.65) of an acre of which is occupied by the right of way of the Atchison, Topeka and Santa Fe Railway and county roads, and the remainder, or fourteen and seventy-five hundredths (14.75) acres, being the land ~~agreed to be conveyed~~ hereby released.

IN WITNESS WHEREOF, we have hereunto set our hands at Chihuahua, Mexico, this 10th day of December, 1923.

Signed, Sealed and Delivered in the presence of

Otto C. Stago
Luz E. de Stago

THE STATE OF CHIHUAHUA
REPUBLIC OF MEXICO

On this 10th day of December, 1923, before me personally appeared Otto C. Stago and Luz E. de Stago, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Luz B. de Stago
Vice Consul of the United States
of America, Chihuahua, Chih., Mexico.



Service No. _____
Fee. \$ 2.00 U. S. Cy.
Equal to \$ 4.00 Mex. Cy.



20-
RELEASE OF MORTGAGE

* * * * *

OTTO C STEGE and
LUZ S de STEGE

to

SAM WATKINS, H. E.
CANTRELL and
E. J. MCQUILLAN

NO. 45679

RECEPTION RECORDED COMPARED INDEXED

STATE OF NEW MEXICO } ss
COUNTY OF DONA ANA }

Filed for record in my office this 27th

day of July, 1923 at 2:15 o'clock

P. M. and duly Recorded in Book No. 6

of Page 358 records of Dona

Ana County, New Mexico.

M. J. Chavez

County Clerk, Dona Ana County,
New Mexico

By _____ Deputy



MARKS & FLAHERTY
ATTORNEYS AND COUNSELLORS AT LAW
GUARANTY STATE BANK BUILDING
RANGER, TEXAS



December 21, 1923

U. S. Reclamation Service,
El Paso, Texas.

Attention Mr. Hamilton.

Dear Sir:

In opinion dated November 21st, 1923, from Chief counsel to attorney Mark B. Thompson, Las Cruces, New Mexico, subject acquisition of land. Opinion of title to land being acquired from H. E. Cantrell and others in East River Drain-Rio Grande Project. Paragraph six of said opinion asks for a correction in this, an affidavit showing that Mrs. J. G. Jackson, wife of Fletcher Jackson, is the same person as Josephine E. Jackson. This deed was made back in 1883. I am unable to find any one who still can make affidavit as desired. I am satisfied that they were the same person and furthermore any defect is barred by limitation. This title for the past five or six years has been continually passed by some of the best attorneys in the Southwest. The same title was passed this month by Cyrus Jones of El Paso, who is reputed to be the most technical lawyer in this vicinity in examining abstracts. He did not even mention this objection.

I have procured a release from the two mortgages, which is referred to in paragraph seven of said opinion and am herewith handing you such release and a deed from Cantrell et al to the United States of America.

I trust that you will have these instruments put in abstracts and have vouchers issued immediately.

Yours truly,

E. J. McGuillan

EJM:RF

El Paso, Texas, August 27, 1923.

Southwestern Abstract and Title Co.,
Las Cruces, New Mexico.

Gentlemen:

It is requested that abstract of title be furnished covering the 14.75 acres of land shown on enclosed blueprint. A written description of this land appears in agreement to sell dated July 13, 1923, between H. E. Cantrell, et al., and the United States, which agreement is to-day being transmitted to the County Clerk for recordation.

Very truly yours,

J. H. Hamilton
Clerk

enc 1

El Paso, Texas, December 21, 1923.

The County Clerk,

Las Cruces, New Mexico.

Dear Sir:

There is transmitted herewith for official record partial release of mortgage executed by Otto Stege and wife to Sam Watkins, et al., under date of December 10, 1923; also warranty deed dated December 20, 1923, executed by H. E. Cantrell, et al. to the United States in connection with land desired for right of way of the East River Drain.

Very truly yours,

Joseph M. Beardslee

District Counsel

encls 2

El Paso, Texas, December 21, 1923.

Southwestern Abstract and Title Co.,
Las Cruces, New Mexico.

Gentlemen:

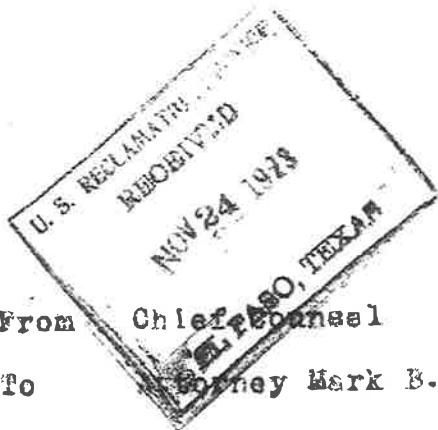
There is transmitted herewith abstract No. 6855 in connection with land proposed to be purchased from H. E. Cantrell, et al.

It is requested that this abstract be extended to include any and all instruments affecting title to the land in question up to and including deed to the United States which is being transmitted for recordation to-day. There is also being transmitted for recordation partial release of mortgage covering the right of way in question executed by Otto Stege and wife to Sam Watkins, et al.

Very truly yours,

Joseph N. Beardslee
District Counsel

enc 1



November 21, 1923.

From Chief Counsel

To Attorney Mark B. Thompson, Las Cruces, N.M.

Subject: Acquisition of land. Opinion of title to land being acquired from H. E. Cantrell, and others - East River Drain - Rio Grande project.

1. Reference is made to your opinion of Oct. 27, 1923, abstract No. 6855 by the Southwestern Abstract and Title Co., and the other papers mentioned in that opinion.

2. In the contract of July 13, 1923 the contractors offer to the United States a tract in the SW $\frac{1}{4}$ of Sec. 10 and the NW $\frac{1}{4}$ of Sec. 16, T. 26 S., R. 3 E., New Mexico, described by metes and bounds and containing 14.75 acres, at the purchase price of \$885.

3. The abstract discloses that this land was patented to William Dessauer and Fletcher Jackson (pages 3 and 4); Jackson, joined by his wife, conveyed to William Dessauer (page 5); who mortgaged (page 6), shown as satisfied (page 7); and again at page 8, shown as satisfied at page 9; and again at page 10, shown as satisfied through a suit to quiet title (pages 31 to 36 inclusive); and again at page 11, satisfied at page 13; lis pendens is disclosed at page 12, also satisfied at page 13. Dessauer, joined by his wife, contracted to the Elephant Butte Water Users' Association (pages 14 to 20 inclusive). A deed of trust shown at pages 21 and 22 is discharged at page 23. A mortgage is presented at page 24, shown as satisfied at page 25. Another mortgage is at page 26, satisfied at page 27. Dessauer died and proceedings for the purpose of probating his estate are disclosed at pages 28 to 41 inclusive. At page 40 the executors were authorized to sell the real estate, and deed pursuant to this decree of the court follows at pages 42 and 43, conveying to Otto Stege and George G. Sauer certain lands identified by you as containing the land now under consideration. George Sauer, joined by his wife, conveyed to Otto C. Stege (page 45). Notice of lis pendens is at page 47. Otto C. Stege described as "sometimes known as Otto Stege", joined by his wife, conveyed to H. E. Cantrell, Sam Watkins and E. J. McQuillan (pages 48 and 49). A mortgage is disclosed at page 51, and another at page 52, and a quitclaim from Philip L. Dessauer to Watkins, Cantrell and McQuillan is at page 53; another from the other Dessauer heirs is shown at page 54.

4. The contract under which the land is being purchased is shown at pages 55 and 56, and taxes at page 57; tax sale certificate is shown at page 58, and another at page 59. Apparently all taxes are paid, except for 1923, which may, under the circumstances, be waived, and as also may liens by reason of the tax sale.

5. You point out that the heirs of the Dessauer estate redeemed the land after the tax sale and apparently extinguished the proceedings under which the sale was held.

6. The deed from Jackson and wife to William Dessauer dated Jan. 11, 1883 was signed by Fletcher Jackson and Mrs. J. G. Jackson. The notary certifies that the deed was acknowledged by Josephine G. Jackson, who, he states, was the wife of Fletcher Jackson. This discrepancy between the names of Mrs. Jackson should be explained by an affidavit, if possible. While that deed has been outstanding for sometime, it is not impossible that someone could successfully insist that Mrs. J.G. Jackson was not the wife of Fletcher Jackson. As such questions as this are always dangerous by reason of the flexible statute limiting the period of actions for persons under disability, it is best to investigate them as we proceed and put some satisfactory evidence upon the point in the record. Of course, if, after reasonable investigation you can discover no one who knows who Mrs. J.G. Jackson was and whether she was the wife of Fletcher Jackson and the identical parties who joined in that deed, and that she was identical with Josephine G. Jackson, the point may be waived; but some thorough investigation should first be made.

7. When the mortgages as disclosed by the abstract have been satisfied of record and the other matters attended to as herein required, deed may be executed and recorded and the abstract extended to cover that recordation. Should the extended abstract disclose no change in the condition of the title adverse to the interests of the United States, this transaction may be closed in the usual way. The disbursing officer will file with his voucher the papers required by the Reclamation manual.

Inclosures:

Affidavit by E. J. McQuillan.
Form of proposed deed; blueprint;
Possessory certificate; original agreement of sale.
Atty.'s opinion of Oct. 27, 1923.
Abstract of title.
Extra copy of this opinion.

cc- ~~CV~~, Denver.
✓ PM, El Paso, Texas.

Ottawa Herald

El Paso, Texas, October 27, 1923.

From Attorney Mark B. Thompson
To Chief Counsel, Washington, D. C.
Subject: Opinion on title to 14.75 acres of land proposed to be purchased under contract dated July 13, 1923, with H. E. Cantrell, et al. (East River Drain)--Rio Grande Project.

1. There is transmitted herewith abstract of title No. 6855, together with related papers, in connection with the proposed purchase of 14.75 acres of land from H. E. Cantrell, et al., for right of way for the East River Drain in accordance with agreement to sell dated July 13, 1923, for a consideration of \$885.00.

2. The land in question is located in the SW $\frac{1}{4}$ of Section 10 and the NW $\frac{1}{4}$ of Section 15, Township 26 South, Range 3 East, New Mexico Principal Meridian; the approximate location of the canal right of way being shown on plat at page 2 of abstract.

3. Patent from the United States covering the land in the SW $\frac{1}{4}$ of Section 10 issued to William Dessauer on August 20, 1892 (page 3 of abstract), and for the land in the NW $\frac{1}{4}$ of Section 15 to Fletcher Jackson on June 27, 1888 (page 4), and the said Jackson, joined by his wife, conveyed this tract of land to William Dessauer by deed dated January 11, 1883 (page 5). The said Jackson apparently having deeded this land to Dessauer after having filed his homestead entry, which according to the records of the U. S. Land Office is dated May 2, 1892.

4. At pages 6 to 13, inclusive appear abstracted certain instruments affecting the title to the land in question, upon which have been noted in pencil appropriate explanations as to disposition; and at pages 14 to 20, inclusive, there appears instruments creating a lien and the release of same by the Elephant Butte Irrigation District. Also at pages 21 to 27, inclusive, appear certain instruments, which bear pencil explanations as to disposition.

5. At pages 28 to 30, inclusive, appear abstracted certain proceedings in the matter of the probate of the estate of William Dessauer, deceased, who according to the evidence submitted died testate on August 22, 1912; by the terms of the decedent's will the estate is bequeathed to his surviving widow, and their three children. No showing appears in the abstract under examination as to what disposition was made of the various claims filed against the estate, and accordingly affidavit to this effect was requested and has been furnished by Mr. E. J. McQuillan showing that all claims against the estate have been satisfied.

6. In order to extinguish any claim of interest in the land in question under mortgage deed executed by William Dessauer on May 7, 1887, to Louis Rosenbaum and to quiet title to the land in the SW¹ of Section 10 suit was instituted by Lizzie Dessauer, joined by the heirs of William Dessauer, deceased, against Louis Rosenbaum, deceased, et al., in the District Court of the 3rd Judicial District of New Mexico, on May 8, 1914, and docketed as Cause No. 3564. Apparently this suit was not prosecuted further, and on May 7, 1914, the same plaintiffs filed suit against Louis Rosenbaum, deceased, et al., in the same court; this case being docketed as Cause No. 3569, (pages 31 to 36). Order of court issued in this latter cause on October 10, 1914, confirming title in the said plaintiffs.

7. At pages 37 to 41, inclusive, appears abstracted certain proceedings in Cause No. 3592, Lizzie Dessauer, et al., vs. Florence Dessauer Esson, petitioning for order of court authorizing the sale of certain lands of the estate of William Dessauer, deceased, located in Sections 10 and 15, and the mortgaging of other lands of the estate in which the United States is not interested. Order of court authorizing the sale of lands in Sections 10 and 15 for \$11945.30 issued October 10, 1914, and under such order of court, deed dated November 28, 1914, was executed by the executrix and executors of the estate of William Dessauer, deceased, conveying the lands in Sections 10 and 15 to Otto Stege and George O. Sauer (pages 42-43). This same land is quit claimed to the said Stege and Sauer by the heirs of William Dessauer, deceased, by deed dated November 28, 1914 (pages 44-45).

8. By deed dated December 7, 1914, George Sauer, joined by his wife, conveys all interest in the land under abstract to Otto C. Stege (page 46).

9. Notice of suit filed against Otto Stege by EL J. McQuillan, et al., appears at page 47; the nature of the suit being to compel the defendant to execute deed to the plaintiffs covering the land under abstract in accordance with contract previously entered into, and conveyance of this land to the said plaintiffs was accomplished by deed dated May 18, 1923, executed by Otto C. Stege, joined by his wife (pages 48-49-50).

10. Incumbrances on the land in question is revealed by the two certain mortgages abstracted at pages 51 and 52, executed by Sam Watkins, et al., to Otto C. Stege under date of May 18, 1923.

11. Quit claim deeds executed by the heirs of William Desseruer, deceased, to Sam Watkins, et al., covering the land in the NW $\frac{1}{4}$ of Section 15 appear abstracted at pages 53 and 54.

12. Agreement to sell to the United States the land included in the right of way of the East River Drain appears at pages 55 and 56.

13. At page 57 is abstracted suit filed by the Territory of New Mexico against Wm. Desseruer account delinquent taxes for the years 1899 to 1905, inclusive. According to note appended, these taxes were paid and the suit dismissed June 25, 1910.

14. The land in question was sold to the County of Dona Ana for delinquent taxes for the years 1912-1913, and tax sale certificate No. 30 issued, which certificate was assigned to the William Desseruer heirs estate on December 6, 1914 (page 58). Tax sale certificate No. 22 was issued to the Glen Investment Company on August 10, 1915, due to land being sold for delinquent taxes for the year 1914. This certificate was redeemed by the heirs of William Desseruer on March 6, 1917. The only portion of the land involved in these tax certificates, in which the United States is interested, is located in the NW $\frac{1}{4}$ of Section 15, and quit claim deeds were secured from the heirs of William Desseruer, deceased, by the proposed Government vendors subsequent to the redemption by them of the above mentioned certificates.

15. Taxes. Tax statement appears at page 60 showing taxes beginning with the year 1910. Inquiry need not go behind the year 1910, as taxes prior to that year have

been cancelled by legislative enactment. (See Sec. 474, ch. 133, N.M. Sess. Laws 1921). Taxes for the years 1910 to 1922, inclusive, are shown as having been paid or tax sale certificates redeemed. The tax roll for the year 1923 has not yet been completed, and as the land to be acquired is but a relatively small part of the total holding and as the United States has long since been in possession of the land now proposed to be purchased, i.e. since 1917, (due to the fact that Otto Stege, the former owner, was a resident of Mexico and while willing to convey the land for right of way purposes neglected to execute agreement to sell to the United States) and as it is believed that the remaining land is of more than sufficient value to meet the 1923 taxes; recommendation is made that payment of the taxes for the year 1923 be waived as a condition prior to the payment of the purchase price. (See letter Feb. 24, 1922, C.C. to D.C., El Paso; acquisition of lands, etc.).

16. It is my opinion that, subject to the incumbrances mentioned in paragraph 10 hereof, good title rests in the proposed Government vendors, and that same will vest in the United States, unincumbered, upon the removal of incumbrances incident to the mortgages held by Otto C. Stege, upon the execution of warranty deed in the form enclosed by H. M. Cantrell, et al.

- - -

Mark E. Thompson

encs:

Original agreement to sell
Possessory certificate
Affidavit of E. J. McQuillan of October 27, 1923.
Blueprint
Copy of proposed deed
Abstract of title No. 6855
Extra copy of opinion

Copy to:
C.E., Denver

El Paso, Texas, August 27, 1923.

The County Clerk,

Las Cruces, New Mexico.

Dear Sir:

There is transmitted herewith for official record agreement to sell dated July 15, 1923, between the United States and H. E. Cantrell, et al., in connection with purchase of right of way for the East River Drain.

Very truly yours,

J. H. Hamilton
Clerk

enc 1

OFFICERS

H. H. BROOK
President and Manager
P. W. BARKER
Secretary
N. I. REITER
Chief Accountant
R. C. STOCKDALE
County Agricultural
Agent

AUGUST WOLF
DIRECTOR SERVICE DEPARTMENT

**ELEPHANT BUTTE
IRRIGATION DISTRICT
OF NEW MEXICO**

INVESTED IN IRRIGATION WORKS \$6,530,000

TELEPHONE NO. 1

LAS CRUCES, N. M.

Aug. 8, 1923.

DIRECTORS

Dist. One—L. F. Elliott
Dist. Two—George Benvie
Dist. Three—J. W. Taylor
Dist. Four—H. H. Brook
Dist. Five—P. W. Barker
Dist. Six—F. I. McKamy
Dist. Seven—D. E. Rodriguez
Dist. Eight—F. J. Rigney
Dist. Nine—J. E. Reinburg

U.S. Reclamation Service,
Toltec Bldg.,
El Paso, Tex.

Attention: Mr. G. W. Hoadley,

Gentlemen:

As per your request I am signing board report allowing \$885.00 for right-of-way for the East River drain purchased of H. E. Cantrell, et al.

You realize that we have not made cash settlements for drainage right-of-ways and, consequently, I am only signing this board report under the impression and reservation that it is for a right-of-way required by this old East River drain prior to the agreement that rights-of-way for drainage canals would be reimbursed by a credit against the construction charge adjusted at the time of the final adjudication of the drainage damages and benefits.

Very truly yours,

Elephant Butte Irrigation District,

H. H. Brook
President & Manager.

Enc.
HMB:RJ

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

Rio Grande Project

El Paso, Texas, August 22, 1923.

(Place.)

(Date.)

Project Manager to Chief Engineer, through District Counsel.

Subject: Forwarding contract dated **July 13, 1923** for ~~execution~~ ^{approval}

With **H. E. Contrell, et al.**

From

Estimated amount involved, \$ **225.00**

Authority No. **6-76**
or Clearing Acct.

Accompanied by bond and 2 copies
(Insert "Yes" or "No" bond.) **No bond**

Purpose: **Purchase of 14.75 acres for right of way for the
East River Drain**

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

(Post office address.)

District Counsel at **El Paso, Texas**

(Post office address.)

and

of the ~~approval~~ ^{approval} of the above, using extra copy hereof.

NOTE.—Before submitting contract or deed, see that the instructions on reverse hereof have been FULLY complied with. See also par. 16, page 205, Vol. I of Manual.

Inclosures from project office:

Original and **2** copies of this form letter.

Original and **4** copies of contract

" " **1** ~~copy~~ ^{copy} certificate of recommendation

" " **1** " possessory certificate

" " **1** " report of appraisal board

" " **1** " report on land purchase contract

2 blueprints

**NOTE: Original contract to be
returned for recordation.**

L. E. Fieck

(Signature.)

**Delay in transmitting contract occasioned by
desire to have contract reviewed by Project Manager
on his return from annual leave.**

Denver, Colo., **AUG 25 1923**

The above-described contract, and bond if any, approved

by **James Munn, Acting Chief Engineer** Chief Engineer, on **AUG 25 1923**

Denver, Colo.,

Chief Engineer to Director:

It is recommended that the above-described contract be ~~approved~~ ^{executed}
and bond if any, approved. ~~deed~~ ^{accepted}
Inclosures listed on reverse.

(Signature.)

Washington, D. C.,

Contract ~~approved~~ ^{executed} and bond, if any, approved by
~~Deed~~ ^{accepted}

on

BOARD REPORT

We, the undersigned, members of a board designated to fix the value of the land to be purchased from H. E. Cantrell, Kate Pace Cantrell, Sam Watkins, Florence M. Watkins and E. J. McQuillan by the United States for right of way for the East River Drain, Rio Grande Project, described in contract dated July 13, 1923, find that a fair and reasonable consideration to be paid by the United States is a money payment of \$885.00.


Representative Elephant Butte
Irrigation District.


Representative Bureau of
Reclamation

Las Cruces, New Mexico, August 8, 1923.

CERTIFICATE

I HEREBY CERTIFY that the land described in the agreement dated July 13, 1923, with H. E. Cantrell, Kate Pace Cantrell, Sam Watkins, Florence M. Watkins and E. J. McQuillan, is required for purposes authorized by the Act of June 17, 1902, (32 Stat., 388), namely, as right of way for the East River Drain, a part of the Rio Grande Project; that the consideration to be paid thereunder, \$385.00, is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

L. R. Fieck
Acting Project Manager.

El Paso, Texas, July 19, 1923.

POSSESSORY CERTIFICATE

I, Geo. W. Hoadley, Assistant Engineer, Bureau of Reclamation, hereby certify that I have personally examined the land sought to be acquired by the United States from H. E. Cantrell, Kate Pace Cantrell, Sam Watkins, Florence M. Watkins and E. J. McQuillan, in the Southwest quarter (SW $\frac{1}{4}$) of Section ten (10), and the Northwest quarter (NW $\frac{1}{4}$) of Section fifteen (15), Township 26 South, Range 3 East, New Mexico Principal Meridian, Dona Ana County, New Mexico, 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
Assistant Engineer.

El Paso, Texas, July 19, 1923.

REPORT ON LAND PURCHASE CONTRACT
(SEE PAGES 251-259, VOL. 1, OF MANUAL)

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

Rio Grande PROJECT New Mexico-Texas

INFORMATION relating to land purchase contract made **July 18**, 192**8**, with
H. E. Cantrell, Kate Pace Cantrell, Sam Watkins, Florence M. Watkins and E. J. McNullan

1. State purpose for which the land is required.

Right of way for the East River Drain

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

14.75 acres in the SW $\frac{1}{4}$ of Section 10, and the NW $\frac{1}{4}$ of Section 15, Township 26 South, Range 3 East, N.M.P.M.

3. 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.

**SW $\frac{1}{4}$ of Section 10, covered by Desert Entry No. 189, dated July 25, 1883; patent dated August 17, 1892
NW $\frac{1}{4}$ of Section 15, covered by Homestead Entry No. 205, dated May 2, 1882; patent dated June 27, 1888**

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

**H. E. Cantrell and Kate Pace Cantrell, husband and wife
Sam Watkins and Florence M. Watkins, husband and wife
E. J. McNullan, unmarried,
Post Office address of all is El Paso, Texas County of
El Paso, State of Texas.**

5. 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 such lease, the date the tenant is to give up possession, and state clearly whether any arrangement has been made with the tenant for the disposition of his affected interest.

Owners are in possession. There is no tenant.

6. State whether land is subject to right of way by virtue of contract with water users' association, irrigation district or other agreement.

Land is not subject to any right of way by virtue of any contract or agreement.

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

Rio Grande PROJECT, New Mexico-Texas

THIS AGREEMENT, made **July 13** or **or**, 192**5**, in pursuance of the act of June 17, 1902 (32 Stat., 388), and acts amendatory thereof ~~and~~ supplementary thereto, between THE UNITED STATES OF AMERICA, hereinafter styled the United States, by

L. R. Flock, Acting Project Manager,

~~Project Manager~~, United States Reclamation Service, thereunto duly authorized, and subject to the approval of the proper supervisory officer of the United States Reclamation Service, and **H. E. Cantrell,** joined herein by his wife **Kate Pace Cantrell, Sam Watkins, joined herein by his wife Florence M. Watkins, and E. J. McQuillan, wife, an unmarried person, all** of **El Paso**, County of **El Paso**, State of **Texas**,
(P. O. address.)

hereinafter styled Vendor, **their** heirs, executors, administrators, successors, and assigns.

WITNESSETH: The parties covenant and agree that—

2. For and in consideration of the payment of the amount specified herein, upon the conditions herein named and of the mutual benefits to be derived from the construction of reclamation works either upon or in the vicinity of the lands herein described, the Vendor hereby agrees upon the terms and condi-

tions hereinafter stipulated to sell and by good and sufficient **general warranty,**
(General warranty, covenant-against-grantor, or quitclaim.)

deed convey to the United States of America free of lien or incumbrance the following-described real

estate which is **their community** property situated in the County of **Dona Ana**,
(Homestead, community, separate.)

State of **New Mexico,**

to wit:

A tract of land situated in the Southwest quarter (SW $\frac{1}{4}$) of Section ten (10) and the Northwest quarter (NW $\frac{1}{4}$) of Section fifteen (15), Township twenty-six (26) South, Range three (3) East, New Mexico Principal Meridian; being a strip of land one hundred twenty (120.0) feet in width, lying sixty (60.0) feet on each side of the center line of the Mesilla Valley East River Drain; said center line being described as follows: Beginning at Station 302 plus 66.9 of the said center line which is a point on the boundary line between land of the Vendor and C. H. Cottingham; said boundary line having a bearing of East and West, and from which point the Southwest corner of the tract of land herein described bears West sixty-three and four-tenths (63.4) feet, and from said Southwest corner the Northwest corner of said Section fifteen (15) bears North thirty-five (35) degrees three (03) minutes West a distance of three thousand one hundred eighty-one and three-tenths (3181.3) feet; running thence North eighteen (18) degrees fifty (50) minutes West a distance of two thousand seven hundred ninety-two (2792.0) feet; thence to the right on a curve of five hundred seventy-three and seven-tenths (573.7) foot radius a distance of one hundred ninety-one and two-tenths (191.2) feet; all distances on curves in this description being measured on 100-foot chords; thence North no (00) degrees seventeen (17) minutes East a distance of eight hundred

thirty-five and four-tenths (835.4) feet; thence to the right on a curve of one hundred ninety-three and two-tenths (193.2) foot radius a distance of two hundred nineteen and five-tenths (219.5) feet; thence North sixty-six (66) degrees nine (09) minutes East a distance of one hundred forty-one and six-tenths (141.6) feet; thence to the left on a curve of one hundred ninety-three and two-tenths (193.2) foot radius a distance of one hundred eighty and six-tenths (180.6) feet; thence North eleven (11) degrees fifty-nine (59) minutes East a distance of one hundred eighty-nine and one-tenth (189.1) feet; thence to the left on a curve of one thousand four hundred thirty-two and seven-tenths (1432.7) foot radius a distance of five hundred eighteen and three-tenths (518.3) feet; thence North eight (08) degrees forty-five (45) minutes West a distance of five hundred twenty-five and seven-tenths (525.7) feet to Station 358 plus 60.3 of the aforementioned center line of the Mesilla Valley East River Drain, being a point on the boundary line between land of the Vendor and land of the J. P. Dieter Estate; said boundary line having a bearing of North eighty-nine (89) degrees fifty-six (56) minutes East, and from which point the Northwest corner of the tract of land herein described bears South eighty-nine (89) degrees fifty-six (56) minutes West sixty and seven-tenths (60.7) feet distant, and from said Northwest corner the Southwest corner of said Section ten (10) bears South twenty-four (24) degrees fifty-four (54) minutes forty-two (42) seconds West two thousand nine hundred twenty-two and seventy-two hundredths (2922.72) feet; the above described tract of land containing fifteen and forty-hundredths (15.40) acres, more or less, sixty-five hundredths (0.65) of an acre of which is occupied by the right of way of the Atchison, Topeka and Santa Fe Railway and county roads, and the remainder, or fourteen and seventy-five hundredths (14.75) acres, being the land herein agreed to be conveyed.

~~3. 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.~~

4. 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.

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 the deed provided in article 2 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

Eight Hundred Eighty-five and no/100 dollars (\$ **885.00**), by U. S. Treasury warrant or fiscal 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. The Vendor may retain possession of said premises until **July 13, 1923**, notwithstanding earlier delivery of the deed as herein provided, and may harvest and retain the crops

thereon until **July 13, 1923**; 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 proper supervisory officer of the Reclamation Service, and shall termi-

nate 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. The Vendor expressly warrants that he has employed no third person to solicit or obtain this contract in his behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that he has 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 him hereunder; and that he has not, in estimating the contract price demanded by him, included any sum by reason of any such brokerage, commission, or percentage; and that all moneys payable to him hereunder are free from obligation to any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees 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 through a bona fide commercial representative employed by the Vendor in the regular course of his 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 through established commercial or selling agents or agencies regularly engaged in selling such goods.

10. Where the operations of this contract extend beyond the current fiscal year it is understood that the contract is made contingent upon Congress making the necessary appropriation for expenditures thereunder after such current year has expired. In case such appropriation as may be necessary to carry out this contract is not made, the Vendor hereby releases the United States from all liability due to the failure of Congress to make such appropriation.

11. 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 employe 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 have hereto signed their names the day and year first above written.

THE UNITED STATES OF AMERICA,

Witnesses:

P. O. Address

P. O. Address

P. O. Address

P. O. Address

Approved

(Date)

By L. R. Fisk
Acting Project Manager, U. S. R. S.

H. E. Cantrell Vendor.

Kate Pace Cantrell

Sam Watkins Vendor.

Florence M. Watkins

E. J. Macquillan Vendor.

P. O. Address El Paso, Texas.

(Signed) James G. Gurney
Acting Chief Engineer
Aug 25, 1923

all
M.M.

CERTIFICATE OF ACKNOWLEDGMENT.

STATE OF Texas
COUNTY OF El Paso

ss: Strike out (b) in case the law does not require examination of wife apart from her husband in conveyance of the kind of property described in article 2 hereof.

(a) I, C. M. Wilchar, a Notary Public
in and for said county, in the State aforesaid, do hereby certify that E. E. Cantrell, Kate
Pace Cantrell, Sam Watkins and E. J. McQuillan
who are personally known to me to be the person s whose name s are 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.

(b) I further certify that I did examine the said Kate Pace Cantrell
separate and apart from her husband, and explained to her the contents of the foregoing instrument, and
upon that examination she declares 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 13th day of July, 192 3

[SEAL.]

C. M. Wilchar
My commission expires 31st day of May, 1925. Notary Public in and for El
Paso County, State of Texas.

COUNTY RECORDER'S CERTIFICATE.

44584

STATE OF New Mexico
COUNTY OF Santa Ana

I hereby certify that this instrument was filed for record at my
office at 9:00 o'clock A. M., Sept. 14, 1923
and is duly recorded in Vol. 6 of Must

Page No. 203

(Signed) M. J. Chavez
County Recorder.

By _____ Fees, \$ _____

AFFIDAVIT OF DISINTERESTEDNESS.

STATE OF _____
COUNTY OF _____

ss: (Execute only on Returns Office copy.)

I do solemnly swear (or affirm) that the copy of contract hereto annexed is an exact copy of a
contract made by me, personally, with _____
that I made the same fairly without any benefit or advantage to myself, or allowing any such benefit or
advantage corruptly to the said _____, or 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.

_____, U. S. R. S.

Subscribed and sworn to before me at _____

[OFFICIAL SEAL.] this _____ day of _____, A. D. 192____ My com-
mission expires _____

CERTIFICATE OF ACKNOWLEDGMENT

State of California
County of Los Angeles

(a) I, Ernest M. Forchia, a notary public in and for said county in the state aforesaid, do hereby certify that Florence M. Watkins, who is personally known to me to be the person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed, and delivered said instrument of writing as her free and voluntary act, for the uses and purposes therein set forth.

(b) I further certify that I did examine the said Florence M. Watkins separate and apart from her husband, and explained to her the contents of the foregoing instrument, and upon that examination she declares that she did voluntarily sign, seal and acknowledge the same without coercion or compulsion, and does not wish to retract the same.

Given under my hand and official seal this 16th day of
July, 1923.

Ernest M. Forchia,
Notary Public in and for Los
Angeles County, State of
California.

(SEAL)

My Commission expires
the 27 day of March, 1924.

