

THOMAS, W. G. et. ux. Mabel M.

WARRANTY DEED

Contract for sale - Unrecorded

EAST DRAIN NO. 14

6023-0058-0023-00

THIS INDENTURE, Made this twenty-eighth day of March in the year of our Lord one thousand nine hundred and seventeen between Mabel M. Thomas and W. G. Thomas, her husband, of Palo Pinto County, Texas, and R. K. McMordie, Jr., and Eva McMordie, his wife, of Nolan County, Texas, parties of the first part and the United States of America, acting pursuant to the Act of Congress of June 17, 1902 (32 Stat., 388) party of the second part

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of Three Hundred Eighty-Five and no/100 (\$385.00) 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 ve 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~~ ~~heirs~~ 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 Northeast quarter (NE¹/₄) of Section twenty-two (22) and the Southwest quarter of the Southeast quarter (SW¹/₄SE¹/₄) of Section fifteen (15), Township twenty-six (26) South, Range three (3) East, N.M.P.M., being a strip of land one hundred twenty (120.0) feet in width and 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 245 plus 74.5 on the center line of the said Mesilla Valley East River Drain, being a point on the Southerly boundary line of that certain tract of land conveyed to Mabel McMordie Thomas and R. K. McMordie, Jr., by Jordina A. McMordie and Loudine McMordie Smith and W. F. Smith, her husband, by deed dated January 6, 1913, and recorded in Deed Book No. 46 at page 585, Records of Dona Ana County, New Mexico; said Southerly boundary line having a bearing of North 89° 58' East, and from which point the Southwest corner of the tract of land herein described bears South 89° 58' West a distance of sixty-three and four-tenths (63.4) feet and from which said Southwest corner the North quarter corner of said Section twenty-two (22) bears North 27° 36' West a distance of two thousand eight hundred seventy-one and two-tenths (2871.2) feet; running thence North 18° 50' West a distance of two thousand eight hundred and four-tenths (2800.4) feet to Station 273 plus 74.9 on the aforementioned center line of the said Mesilla Valley East River Drain and being a point in the center of the highway between land of the vendors herein and land of C. H. Cottingham; said highway having a bearing of South 89° 21' East, and from which point the Northwest corner of the tract of land herein described bears North 89° 21' West a distance of sixty-three and six-tenths (63.6) feet, and from which said Northwest corner the North quarter corner of said Section twenty-two (22) bears South 76° 06' West a distance of four hundred thirty-nine and five-tenths (439.5) feet, containing seven and seventy-hundredths (7.70) acres, more or less,

together with all and singular, the lands, tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever, of the said parties of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

On this 28th day of March 1917 before me personally appeared
R. K. McMordie and wife, Eva McMordie,

to me known to be the person s 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)

J. S. Grisham, Notary Public
Nolan County, Texas.

No. 18072

WARRANTY DEED.

MABEL M. THOMAS et vir

TO

U. S. A.

Compared

STATE OF NEW MEXICO, }
County of Dona Ana } ss.

I hereby certify that this instrument was
filed for record on the 28 day of

April A. D. 1917,
10:15
at o'clock A. M. and duly recorded in
Book 56 Page 101 of the records of
Deeds of said County.

J. F. Nevares
Probate Clerk and Ex-Officio Recorder.

Deputy.

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

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances unto the said part. ~~Y~~ of the second part. ~~its successors~~ ~~xxx~~ and assigns forever. And the said part. ~~ies~~ of the first part, for ~~themselves. their~~ ~~heirs, executors and administrators do~~ ~~successors~~ covenant and agree, to and with the said part. ~~Y~~ of the second part. ~~its~~ ~~xxx~~ and assigns, that at the time of the en sealing and delivery of these presents. ~~they~~ ~~were~~ ~~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. ~~Y~~ of the second part. ~~its~~ ~~xxx~~ ~~successors~~ heirs and assigns, against all and every person lawfully claiming or to claim, the whole or any part thereof, the said part. ~~ies~~ 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~~ hand. ~~s~~ and seal. ~~s~~ the day and year above written.

Signed, Sealed and Delivered in the Presence of

	R. K. McMordie, Jr.	(L. S.)
	Eva McMordie	(L. S.)
	W. G. Thomas	(L. S.)
TEXAS	Mabel M. Thomas	(L. S.)

THE STATE OF TEXAS)
COUNTY OF PALO PINTO) Before me, the undersigned authority,
County Clerk of Palo Pinto County, Texas,
on this day personally appeared W. G. Thomas,
and Mabel M. Thomas, his wife, both known to me to be the persons
whose names are subscribed to the foregoing and attached instrument,
and acknowledged to me that they each executed the same for the pur-
poses and consideration therein expressed, and the said Mabel M.
Thomas, wife of the said W. G. Thomas, having been examined by me
privily and apart from her husband, and having the same fully ex-
plained to her, she, the said Mabel M. Thomas, acknowledged such
instrument to be her act and deed, and declared that she had willingly
signed the same for the purposes and consideration therein expressed,
and that she did not wish to retract it.
Given under my hand and seal of office this the 7th day of
April, A. D. 1917.

(
(Seal)
)

S. P. Taylor, County Clerk of
Palo Pinto County, Texas.
By W. P. Zivley,
Deputy.

Mr. W. G. Thomas,
The Guarantee Clothing Co.,
Mineral Wells, Texas.

Dear Sir:

Herewith check in the sum of \$385, in payment for the land desired by the United States as right-of-way for the East River drain in the Mesilla valley, New Mexico, owned by you, Mabel W. Thomas, R. K. McMorde Jr. and Eva McMorde.

Very truly yours,

District Counsel.

enc.

Chas. Cottingham

Highway S 89° 21' E 273+74.9

15
22

1/40 S 76° 6' W 439.5

Ditch

N 89° 17' E

T.26 S.
R.3 E.

Right of way through Property of
M. Mc Mordie, Tomas et al
7.70 Acres

C. L. Gish



SCALE 1" = 400'

DEPARTMENT OF THE INTERIOR
U. S. RECLAMATION SERVICE
RIO GRANDE PROJECT N.M. TEX.
MESILLA VALLEY DRAINAGE
EAST RIVER DRAIN
R. of W.

FIELD WORK L. R. F.

SUBMITTED F. M. H.

DRAWN L. R. F.

APPROVED

892 L 16

EL PASO - JUNE 1916

Sheet 14 of

State of Texas)
County of Nolan) ss

I, J. S. Grisham, a Notary Public in and for said county, in the State aforesaid, do hereby certify that Robert McMordie and Eva McMordie, who are personally known to me to be the persons whose names are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they, the said Robert McMordie and Eva McMordie signed, sealed, and delivered said instrument of writing as their free and voluntary act, for the uses and purposes therein set forth.

I further certify that I did examine the said Eva McMordie separate and apart from her husband, and explained to her the contents of the foregoing and attached instrument, and upon that examination she declared that she did voluntarily sign, seal, and acknowledge the same without any coercion or compulsion, and does not wish to retract the same.

Given under my hand and official seal, this 24th day of November 1916.

J. S. Grisham
Notary Public in and for
Nolan County, Texas.

(SEAL)
My Commission expires July 1st, 1917.

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

Witnesses:

W. P. Zirley

of Mineral Wells, Texas

W. B. Chandler

of Mineral Wells, Texas

Jack C. Allen

of Sweetwater, Tex.

Ed Bradford

of Sweetwater, Tex.

W. G. Thomas

Mabel M. Thomas

Robert McMorale

Eva McMorale

Vendor

E. H. Baldwin

For and on behalf of the United States of America:

STATE OF Texas

COUNTY OF Palo Pinto

ss:

I, W. H. Gross

a Notary Public

in and for said county, in the State aforesaid, do hereby certify that W. G. Thomas & Mabel M. Thomas

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, the said W. G. Thomas and Mabel M. Thomas

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

I further certify that I did examine the said Mabel M. Thomas

separate and apart from her husband, and explained to her the contents of the foregoing instrument, and upon that examination she declared that she did voluntarily sign, seal, and acknowledge the same without any coercion or compulsion, and do es not wish to retract the same.

Given under my hand and official seal, this 16th day of November, 191 6

(SEAL) [SEAL.]

W. H. Gross

Notary Public, Palo Pinto
County, Texas.

My commission expires June 1, 1917

Approved this 8th day of January, 1917

Morris Brier
Acting Director Comptroller, U. S. R. S.

4BM JMcK

CERTIFICATE:

I, P. W. Dent, District Counsel, U. S. Reclamation Service, hereby certify that I have examined the tax records of Dona Ana County, New Mexico, which show that the title to the land in the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of sec. 15, T. 26 S., R. 3 E., N. M. P. M. across which right of way for the Mesa drain has been located and constructed stands of record in the name of C. H. Cottingham, and that the portion of said right of way located in said section 15 has been included in warranty deed from the said C. H. Cottingham to the United States, to be executed pursuant to agreement between said Cottingham and the United States dated January 30, 1917.

.....*P. W. Dent*.....
District Counsel, U. S. Reclamation Service.

El Paso, Texas, May 24, 1917.

Phoenix, Arizona,
February 26, 1917.

From Edwin H. Peery, Dist. Counsel in Charge of Titles,

To P. W. Dent, District Counsel, El Paso, Texas,

Subject: Opinion on title of the land to be purchased from Mabel McMordie Thomas and R. K. McMordie, Jr., and wife, for canal purposes - Rio Grande Project, New Mexico.

1. I have considered your opinion of January 29, 1917, and abstract and other papers transmitted therewith relative to the purchase, for a right-of-way for the Mesilla Valley East River Drain, of a strip of land 120 ft. wide extending northwesterly through the NE $\frac{1}{4}$ of Section 22, T. 26 S., R. 5 E., N.M.P.M., and extending also for a distance of about 70 ft. into the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 15 in said township and range, in pursuance of an agreement, dated November 16, 1916, signed by W. G. Thomas and Mabel M. Thomas, his wife, and by Robert McMordie and Eva McMordie, his wife, to convey the same to the United States for a consideration of \$385.00.

2. In your opinion good title is shown by the abstract to be vested in the vendors subject to taxes for the year 1916 except as to the portion of the strip within Section 15, as to which portion you indicate that it will be necessary to obtain a deed from the owner which it is proposed to do in connection with a purchase of a strip of land for right-of-way purposes through the adjoining land.

3. Upon an examination of the abstract and other papers transmitted therewith, including your opinion, I find that on January 19, 1917, date when the abstract closed, good title to the premises to be conveyed

was vested in Mabel McMordie Thomas and R. K. Thomas, Jr., except as follows:

(a) The strip of land described in the agreement extends for about 70 ft. north of Section 22 and into Section 15 to the center of a highway indicated on a blue-print attached to the agreement. No title is shown to the portion of the strip lying within said section 15.

(b) Title to the premises to be conveyed, lying within section 22, became vested in R. K. McMordie October 27, 1890, (Entry No. 8). By deed of May 4, 1912, certain persons described as all the children of R. K. McMordie, deceased, conveyed to their mother. No administration is shown of the estate of R. K. McMordie, deceased. It appears from the abstract that a will has been executed by said McMordie. It should appear that the indebtedness of his estate has been paid or the land relieved from such indebtedness and that the will made no provision for persons other than those named in the deed as widow and children of the deceased.

(c) Taxes for year 1916.

4. Showing as to the state of indebtedness of the estate of R. K. McMordie, deceased, and of the terms of his will can be made by affidavit to your satisfaction or by abstract of proceedings in the county where administration was had.

5. The defect in title to the portion of the strip of land lying in section 15 may be cured in the manner you suggest and, in view of the small acreage involved, the deed may be accepted from the owner of land lying in section 15 upon your certificate of examination of the abstract of lands to be purchased in said section, or upon your certificate that the tax records indicate that the person from whom the deed is obtained is the owner.

6. After the above matters have been adjusted to your satisfaction and in the manner indicated, and after payment of taxes, agreement of sale may be consummated by accepting a deed from the vendors executed according to the form transmitted with the papers and by placing the same of record and continuing the abstract to include the record, provided no changes have taken place since the date when the abstract closed adversely affecting the title of the vendors.

7. After title has vested in the United States free of incumbrance the consideration may be paid in the usual manner, the fiscal agent transmitting with his voucher the papers required by the Reclamation Manual.

+ + + +

EDWIN H. PEERY

Encls.

1. Opinion of Dist. Counsel,
2. Copy of agreement,
3. Possessory certificate,
4. Blue-print,
5. Form of deed,
6. Abstract of title #4102 of the
Southwestern Abstract & Title Co.

Copy to
Washington,
Los Angeles.

The Madi River

Send abstract for
afternoon as soon as
advised that seed has
been received

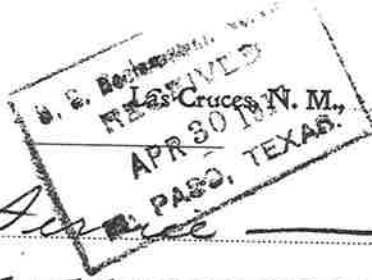
April 14/77

STATE OF NEW MEXICO

Office of Clerk of Dona Ana County

18072-3

No. 10936



4/28

1917

Received of

U. S. R. Service

Three and 75/100

\$ 3 ⁷⁵/₁₀₀

Dollars

For Rec. My Dead - Mabel M. Thomas Jr. U. S. A.
Contract - Cattingham Jr. U. S. A.

Reception Book Page 193

J. J. Stevens
County Clerk.

Fee Record Page

By

Deputy.

El Paso, Texas, April 21, 1917.

The Southwestern Abstract and Title Company,
Las Cruces, New Mexico.

Gentlemen:

There is transmitted herewith abstract of title No. 4102 in connection with land proposed to be purchased by the United States from Mabel M. Thomas, et al., for right of way for the Mesilla Valley East River Drain, with the request that abstract be extended to include deed to the United States. This deed was forwarded for recordation on April 12, 1917, but as the County Clerk now insists that all recording fees be paid in advance, deed will probably not appear of record for about two weeks from date. It is requested therefore that abstract be held by you before extending until deed to the United States can be included.

Kindly change caption of abstract to show ~~SW 1/4~~ Section 15, instead of the SW 1/4.

Very truly yours,

J. H. Hamilton

Asst. District Counsel

enc

El Paso, Texas, April 12, 1917.

The County Clerk,

Las Cruces, New Mexico.

Dear Sir:

There is transmitted herewith for recording and return to this office deed dated March 28, 1917, executed by Mabel M. Thomas, et al., conveying to the United States certain land for right of way for the Mesilla Valley East River Drain.

Very truly yours,

J. H. Hamilton

Asst. District Counsel

enc

El Paso, Texas, March 1, 1917.

Mr. W. G. Thomas,

Mineral Wells, Texas.

Dear Sir:

In connection with the proposed purchase of that certain tract of land for right of way for the Mesilla Valley East River Drain in Dona Ana County, New Mexico, the Examiner in Charge of Titles has requested that an affidavit be furnished setting forth certain facts. Accordingly a form of such affidavit has been prepared for execution by Mr. R. K. McMoradie, Jr., to be corroborated by some one qualified to do so. Taxes for the year 1916 appear in the abstract as being due and unpaid, but possibly these taxes have since been paid. It is desirable that the lien upon the land in question incident to these 1916 taxes be removed by the payment of same.

Form of deed to be executed by the parties named therein is being transmitted herewith and upon the return of the affidavit duly executed and advice that the 1916 taxes have been paid, the deed upon execution and return to this office will be forwarded for record and the abstract of title extended to include same. After which if no adverse interest appears in connection with the

title, voucher in payment of the agreed purchase price
will be immediately prepared and transmitted to you.

Very truly yours,

J. H. Hamilton

Asst. District Counsel

encs 2

State of Texas,)
County of Nolan.)SS.

I, R. K. McMordie, Jr., being first duly sworn, on oath depose and say: That I am of lawful age and that my post office address is _____; that I am the son of R. K. McMordie, deceased; that the said R. K. McMordie died testate; his last will and testament being filed for probate _____ 19__; said probate proceedings being recorded in Book _____ at page _____ of the Probate Minutes of the County Court of _____ County, Texas; that by the terms and conditions of said will of the said R. K. McMordie no bequest was made to or any provision made for any person or persons other than his widow, Jordina A. McMordie; his daughters, Loudine McMordie Smith and Mable McMordie Thomas, and his son, the affiant; being all of the surviving heirs at law of the said R. K. McMordie;

That at the date of his death the said R. K. McMordie left no debts due or outstanding which constitute a lien upon his estate and which now remain unpaid.

And further affiant saith not.

(2)

SUBSCRIBED AND SWORN TO before me this _____ day of
_____, A. D. 1917.

Notary Public.

My commission expires _____

State of Texas, }
County of Nolan. } SS.

I, _____, being first duly sworn, on
oath depose and say: That I am of lawful age and that my
post office address is _____; that I have
read and am familiar with the contents of the foregoing
affidavit of R. K. McMordie, Jr., and know of my own
knowledge that the same are true.

I further say that I am in no wise related to the
said R. K. McMordie, Jr., and have no interest either
direct or indirect in the tract of land proposed to be
conveyed by the said R. K. McMordie, Jr., and Mabel McMordie
Thomas to the United States for right of way for the

(3)

Mesilla Valley East River Drain, Rio Grande Project, in
accordance with agreement to sell dated November 16, 1916,
or in the proceeds to be derived therefrom.

And further affiant saith not.

SUBSCRIBED AND SWORN TO before me this _____ day of
_____, A. D. 1917.

Notary Public.

My commission expires _____

El Paso, Texas, January 29, 1917.

From District Counsel
To District Counsel in Charge of Titles, Los Angeles
Subject: Opinion on title, proposed purchase of land from
W. G. Thomas and Mabel M. Thomas, his wife, et
al., for right of way for the Mesilla Valley
East River Drain--Rio Grande Project

1. There is transmitted herewith abstract of title No. 4102, together with related papers in connection with the proposed purchase of 7.70 acres of land from W. G. Thomas and Mabel M. Thomas, his wife, et al., for right of way for the Mesilla Valley East River Drain, in accordance with agreement to sell dated November 16, 1916, approved January 5, 1917, for a consideration of \$385.00.

2. The land in question is located in the NE $\frac{1}{4}$ of Section 22, T.26 S., R.3 E., N.M.P.M., and also extends into the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 15. This is occasioned by the fact that the line of the U. S. Land Office survey, as surveyed by Devendorf in 1912 and as indicated on plat at page 2 of abstract does not extend as far North as the property line as fenced and as claimed on the ground and as the roadway between Sections 22 and 15 is located. Description in deed will, therefore, extend to the middle of the highway between land of the proposed Government

vendors and C. H. Cottingham and which will throw the Northerly boundary line of the canal right of way slightly into Section 15. In order to protect the interests of the United States it will probably be advisable to have deed from C. H. Cottingham, which will subsequently be obtained in connection with another right of way purchase, extend Southerly to the Northerly boundary of Section 22 as surveyed by Devendorf in 1912. This will effectually protect the interests of the United States in the event that this line is ever adjusted at this point. It is noted in caption of abstract that the SW¹ of Section 15 is stated. This error will be corrected when abstract is returned for extension.

3. Patent was issued by the United States on September 26, 1890, to Charles L. Webbe covering the NE¹ of Section 22, T.26 S., R.3 E., N.M.P.M. (page 4) and was conveyed by the said Charles L. Webbe, joined by Annie Webbe, to Henry Clay Smith by deed dated September 17, 1899; final receipt having been issued to Charles L. Webbe on September 22, 1898 (page 3).

4. H. C. Smith (presumably Henry Clay Smith, grantee named in former conveyance) joined by his wife, conveyed this same tract of land by deed dated December 21, 1899. (page 6) to Graham Smith, who in turn conveys by deed

dated July 23, 1890 to C. L. Webb (page 7). The marital status of Graham Smith is not shown in connection with this conveyance, but as the husband had power to convey land without being joined by his wife until the Act of March 20, 1901 (See Session Laws, 1899-1901, page 113, New Mexico) this omission is not deemed material.

5. Charles L. Webb (presumably C. L. Webb, grantor in former deed) joined by his wife, conveyed by deed dated October 27, 1890 (page 8) the land in question to R. K. McMordie.

6. By deed dated May 4, 1912, Louline McMordie Smith, et al., stated in said deed as being the surviving children of R. K. McMordie (apparently now deceased) convey, subject to certain restrictions, their interest in the land in question to their mother, Jordina A. McMordie (page 9) who joined by Louline McMordie Smith and husband convey by deed dated January 6, 1913 (page 13) all of the land in the NE $\frac{1}{4}$ of Section 22 lying west of the right of way of the A.T. & S.F. Ry., consisting of 61.24 acres, to Habel McMordie Thomas and R. K. Thomas, Jr. This tract includes all of the land in the right of way desired by the United States in the NE $\frac{1}{4}$ of Section 22.

7. Mortgage abstracted at page 15 appears released at page 19.

8. Contract with the Elephant Butte Water Users' Association (page 21) is not adverse to the interests of the United States in connection with the proposed purchase of the canal right of way.

9. Taxes for the year 1916 appear as a lien against the land in question.

10. Suit (page 25) to adjudicate appropriation of water from the Rio Grande and the priorities thereof has only an indirect bearing on the land under consideration.

11. Subject to the lien occasioned by unpaid taxes for the year 1916, it appears that on January 19, 1917, the date when abstract No. 4108 closed, good title to the ^{NE $\frac{1}{4}$ of} land in/Section 22 desired by the United States for right of way purposes is shown to be vested in the proposed Government vendors (W. G. Thomas and Mabel M. Thomas, et al.) and if you are of the same opinion it is requested that the accompanying papers be approved and returned to this office for further appropriate action.

12. Agreement to sell dated November 16, 1916, between the United States and W. G. Thomas, et al., does not appear in the abstract under consideration for the reason that the new County Clerk of Dona Ana County, New Mexico, insists as a prerequisite to recording that the recording fees shall be paid in advance. This agreement to sell was transmitted

for recording on January 10, 1917, and will appear as one
of the instruments in the extension of this abstract.

P. W. Dent

Index:

Abstract of title No. 4102
Approved agreement to convey (copy)
Possessory certificate
Copy of proposed deed
Plat

POSSESSORY CERTIFICATE

I, P. W. Dent, District Counsel of the United States Reclamation Service, certify that I have personally examined the land sought to be acquired by the United States from W. G. Thomas and Mabel M. Thomas, his wife, and Robert McMordie and Eva McMordie, his wife, in Sections 15 and 22, T. 26 S., R. 3 E., N.M.P.M., for right of way for the Mesilla Valley East River Drain, Rio Grande Project, New Mexico-Texas, and that the said proposed grantors were in actual, sole and exclusive possession of the land proposed to be conveyed, claiming to be the owners, and no other person claiming a right in such land adverse to the grantors is in possession of any part of it.

P. W. Dent

District Counsel

El Paso, Texas, January 29, 1917.

El Paso, Texas, January 10, 1917.

The Southwestern Abstract and Title Company.

Las Cruces, New Mexico.

Gentlemen:

There is transmitted herewith copy of agreement to sell dated November 16, 1916, between the United States and W. G. Thomas and wife and Robert McMoradie and wife in connection with the proposed transfer of land for right of way for the Mesilla Valley East River Drain, with the request the abstract of title covering the land in question be prepared and transmitted to this office at the earliest practicable date.

Very truly yours,

P. W. Dent H

District Counsel

enc

El Paso, Texas, January 20, 1917.

Mr. W. G. Thomas,

Mineral Wells, Texas.

Dear Sir:

Referring to your letter of January 17, 1917, relative to proposed purchase of land from you for right of way purposes. The abstract of title covering this land will be secured and paid for by the United States. This will obviate the necessity of your incurring any additional expense in this connection.

Very truly yours,

P. W. Dent H

District Counsel

PM Drut Eng.
El Paso Tex

1/17/17

Dear Sir:

In reply to your letter of the
10th just would ask to be advised
if you desire me to send you abstract
of lead as per letter herewith attached.

Yours respect-

W. G. Thomas.

El Paso, Texas, January 10, 1917.

Mr. W. C. Thomas,
Mineral Wells, Texas.
Mr. Robert McHardie,
Sweetwater, Texas.

Gentlemen:

You are advised that agreement with yourselves and wives, dated November 16, 1916, in connection with the proposed transfer to the United States of certain land for right of way for the Mesilla Valley East River Drain, Rio Grande Project, was approved by Messrs. Hien, Acting Director, U. S. Reclamation Service, under date of January 5, 1917.

Further action in the premises will be taken as soon as this office can secure and examine the abstract of title covering the land in question.

Very truly yours,

P. W. Dent E

District Counsel

El Paso, Texas, January 10, 1917.

The County Clerk,

Las Cruces, New Mexico.

Dear Sir:

There is transmitted herewith for recording and return to this office agreement to sell dated November 16, 1916, with W. G. Thomas and wife and Robert McMordie and wife in connection with the proposed transfer to the United States of land for right of way for the Mesilla Valley East River Drain.

Very truly yours,

P. W. Dent

District Counsel

enc

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

El Paso, Texas, December 14, 1916.

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

Subject: Forwarding contract for approval.

The contract described below is forwarded herewith.

Agreement dated November 14, 1916 El Grande Project.

Executed by E. H. Baldwin, Project Manager

With E. G. Thomas and wife and Robert Holordie and wife

Estimated amount involved, \$ 505.00

Purpose of agreement: Purchase of land for right of way for the
(See instructions on back, par. 5.) Mosilla Valley East River Train

NOTE: No public notice issued on the El Grande Project

~~Original and one copy of bond herewith.~~ (Strike out if no bond transmitted.)

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

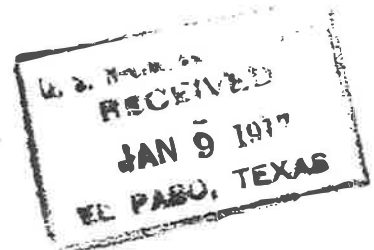
and _____ at _____
of the approval of the above.

encs:

3 copies for Washington
1 copy " Denver
Certificate of Project Manager
Report on Land Agreement

E. H. Baldwin

(Signature.)



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

Approved by Morris Blen, Acting Director

JAN 6 - 1917

Date of approval JAN 5 - 1917

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

Original enclosed for record ~~and return~~

Morris Blen,
Acting Director and Chief Engineer.

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

El Paso, Texas, December 14, 191 6.

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

Subject: Forwarding contract for approval.

The contract described below is forwarded herewith.

Agreement dated November 16, 1916 Rio Grande Project.

Executed by E. H. Baldwin, Project Manager

With W. G. Thomas and wife and Robert McMorris and wife

Estimated amount involved, \$ 385.00

Purpose of agreement: Purchase of land for right of way for the
(See instructions on back, par. 5.) Mexilla Valley East River Drain

NOTE: No public notice issued on the Rio Grande Project

~~Original and one copy of bond herewith~~ (Strike out if no
bond transmitted.)

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

and _____ at _____
of the approval of the above.

ones:

3 copies for Washington

1 copy " Denver

Certificate of Project Manager

Report on Land Agreement

E. H. Baldwin

(Signature.)

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

Approved by

Date of approval

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

CERTIFICATE

I HEREBY CERTIFY that the land described in attached agreement dated November 16, 1916, with W. G. Thomas and Mabel M. Thomas, his wife, and Robert McMordie and Eva McMordie, his wife, is necessary for purposes authorized by the Reclamation Act, viz: for right of way for the Mesilla Valley East River Drain, Rio Grande Project, New Mexico-Texas. In my opinion the consideration agreed upon is reasonable and I recommend that the contract be approved.

H. H. Baldwin
Project Manager

El Paso, Texas, December 1, 1916.

Barino N M Nov 8th 1916

Mr P W Dent, Dist. Counsel U S P S

El Paso, Texas

Dear Sir:

I am enclosing Mr W G Thomas, s letter who is Agent for the McWardie-Thomas - Smith lands with reference to the Right-of-way for Drainage Canal thro said lands. You will note that he says he will take \$50-- now on condition that you do not leave an embankment on the land etc. With reference to the condition I am writing him that the Gov. will not leave the banks over 3 or 4 feet high and in a respectable shape but that they will not scatter it over the land and that we will allow them \$50-- per acre so if this meets with your approval I would advise that you send agreement to him at once for execution. His address is Box 30 Mineral Wells Texas.

Yours truly

A. G. Kilgore

770
50

\$38 5.00 3
5

El Paso, Texas, November 10, 1916.

Mr. W. G. Thomas,

Box 30,

Mineral Wells, Texas.

Dear Sir:

Agreeable to suggestion of Mr. S. G. Kilgore, Chairman of the Right of Way Committee of the Elephant Butte Water Users' Association, there is transmitted herewith for execution before a notary public by the owners of the land in question, together with the wives, if any, an agreement to sell. This agreement carries a consideration of \$395.00, or at the rate of \$50.00 per acre for the land included within the right of way desired by the United States. Kindly have two witnesses attach their signatures and addresses at the appropriate places to the left of signatures of vendors.

It would be greatly appreciated if the execution and return of the enclosed form of contract could be expediated as much as possible.

Very truly yours,

P. H. Dent H
District Counsel

enc

Copy to:

Mr. S. G. Kilgore,
Berino, New Mexico

SHOES { Edwin Clapp
Howard & Foster

HATS { Stetson
Mallory

CLOTHING { Rosenwald & Weil
I. & S. Bing

SHIRTS { Manhattan
Wilson Bros.

THOMAS BROS.

The Guarantee Clothing Company

Incorporated

Men's Wear Exclusively

Mineral Wells, Texas,

Nov. 3rd 19

Mr. L. G. Kellogg,

Benito NM

Dear Sir: In reply to your letter
of recent date, by to advise that
porties feel like it is asking to
much for them to give up land.
When they have only a small tract.
I have talked the matter over with
them thoroughly, and they contend that
it would be very helpful to adjoining

SHOES { Edwin Clapp
Howard & Foster

HATS { Stetson
Mallory

CLOTHING { Rosenwald & Weil
I. & S. Bing

SHIRTS { Manhattan
Wilson Bros.

THOMAS BROS.

The Guarantee Clothing Company

Incorporated

Men's Wear Exclusively

Mineral Wells, Texas,

land. I have succeeded in getting
them to agree on \$50⁰⁰ fifty dollars
per acre^{now} which they think is
giving very liberally on their ~~part~~
It is understood that they ^{parties digging can} are
to distribute the dirt from the
ditch over the land not leaving
any in bankments trusting this will
be satisfactory 'beg to remain -
Yours truly

P.S.
If acceptable you can send ^{W. G. Thomas}
papers to me & I will get them signed.

El Paso, Texas, August 8, 1916.

Mr. W. G. Thomas,

Mineral Wells, Texas.

Dear Sir:

Agreeable to request of Mr. S. C. Elgere, Chairman of the Right of Way Committee of the Elephant Butte Water Users' Association, which Committee is securing rights of way for the Mesilla Valley East River Drain, there is being transmitted herewith for execution before a notary public by the owners of the land interested a form of donation agreement, to which is attached a blue print showing the tract of land desired. As you will note this strip of land lies parallel with the west right of way line of the railway. The drainage of the lands in your section is an absolute necessity and the construction of the drain in question will be a direct benefit to the lands through which it passes.

It is requested that each signature to the enclosed contract be witnessed by two persons. The same two persons can witness each different signature, but should attach their names and addresses at the place indicated opposite the signature so witnessed. When contract has been completed it is requested that it be returned to this office. The carbon copy may be retained for your files.

Very truly yours,
P. W. Dent

encc 2

District Counsel

P.S: The wives, if any, of parties interested should also join in execution of contract.

JHH

El Paso, Texas, September 11, 1916.

Mr. W. G. Thomas,

Mineral Wells, Texas.

Dear Sir:

On August 8, 1916, there was transmitted to you for execution a form of agreement in connection with the donation of a right of way for the Mesilla Valley East River Drain through land in Sections 15 and 22, T.26 S., R.3 E., N.M.P.M., known as the McMordie-Thomas-Smith lands. As yet no reply has been received to the above mentioned letter and it is presumed that you have been unable to get in touch with the remaining owners. Anything that you can do, however, towards having this contract executed by the parties interested will be greatly appreciated by this office, as the drainage of the lands located along this proposed drain is a very urgent matter and one that should be prosecuted with the utmost diligence in order to prevent these lands from becoming seeped by the underground waters.

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

Very truly yours,

P. W. Dent

District Counsel

Copy to:

Mr. S. G. Kilgore,
Berino, New Mexico.

Berino, N M Aug 1st 1916

Mr Jno, Buck, Atty, U S R S

El Paso, Texas

Dear Sir:

I have finally succeeded in getting in touch with the Agent of the McMordis- Thomas- Smith lands

W G Thomas, Agt. Mineral Wells Texas and in reply to my letter of inquiry he writes under date July 28th, "In reply to your letter of the 26th inst beg to say that I would like to know what side of the railroad you want for drainage canal, so I can take up with owners- the land on the west is owned by different parties to land on east:".

I have answered his letter as fully and explicitly as I could but think it would expedite matters if you would have a map and the blank agreement forwarded to him at once. I stated in my letter to him that I would have you do so. As none of the land is in cultivation and the canal does not cut his access to land I would suggest the we only mention an inlet for drainage purposes in the agreement. If you write him you might mention the fact that all other land owners gave the right-of-way and also mention the direct benefit the canal will be to the land as an offset for loss of land.

Have you been able to get Mr Deal in line yet? If not I will run down and give him a turn. Trusting we will have all of the second installment of right-ofway in shape soon I am

Yours truly

S. G. Kilgore

M. M. Mordie, Tomas Et. Al.

A tract of land situated in the NE $\frac{1}{4}$ of Section 22, ^{and the SW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 15} T. 26 S.; R. 3 E.; N. M. P. M., and lying 60 ft on each side of the center line of the Mesilla Valley East River Drain, described as follows. Beginning at Station 245+74⁵ of said center line on the property line between vendors and C. L. Gish, ^{which bears} running there N 18° 50' W a distance of 2800⁴ ft. to station 273+74² of said center line in the center of the highway between the properties of vendors and Char. Cottingham, said highway bearing S 89° 21' E, from which point the northwest corner of the tract bears N 89° 21' W a distance of 63⁶ ft. and from this ^{said northwest} corner the north $\frac{1}{4}$ corner of said Section 22 bears S 76° 6' W a distance of 439⁵ ft. containing 7.70 acres more or less being parallel and adjacent to the west right of way line of the A. T. and S. F. Ry.

REPORT ON LAND AGREEMENT

DEPARTMENT OF THE INTERIOR UNITED STATES RECLAMATION SERVICE

INFORMATION relating to agreement made **November 16,** 191**6**, with
W. G. Thomas and Mabel M. Thomas, his wife, and Robert
McMordie and Eva McMordie, hiswife,

for the purchase of land required for **right of way for Mesilla Valley East River**
Drain
purposes, **Rio Grande** Project, **~~El Estero~~ Dona Ana**
County, **New Mexico**

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

7.70 acres. (For description, see agreement to sell)

2. State nature, number, and date of entry by which it was acquired under public land laws, also date of final certificate and patent, if such have been issued.

NW 1/4 Sec. 22, T. 26 S., R. 3 E., N.M.P.M., covered by Homestead
Entry No. 521, dated August 3, 1883, patented September
26, 1890. SW 1/4 Sec. 15, covered by H.E. 1153, dated
October 10, 1885; patented December 31, 1890.

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

W. G. Thomas and Mabel M. Thomas, his wife, Mineral Wells,
Palo Pinto County, Texas
Robert McMordie and Eva McMordie, Sweetwater, Nolan County,
Texas

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

Owners are in possession. No lease

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

Land is not subject to right of way

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

**One-half of land in under cultivation; being planted to corn.
All is capable of cultivation.**

7. If any portion of the land is irrigated, state what water rights go with the land and how much of the cultivated and how much of the uncultivated land is capable of irrigation.

**One-half is irrigated. Land has a water right in the
Three Saints Community Ditch.**

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

From \$75.00 to \$125.00 per acre

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

**The drainage ditch through this land will be a benefit
to the remaining portions of the tract.**

The above is a correct statement of the information procured.

Dated **December 1,** 191 **6.**

(Signature) **F. B. Hough,**
Supt. of Construction

(Title)
In Charge of Negotiations.

Approved:

E. H. Baldwin
Project Manager.

INSTRUCTIONS.

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

1. As soon as possible after it has been ascertained that the property will be required, the Project Manager should forward to the Director of the Reclamation Service the following papers:

(a) Form 7-276 or 7-277, contract of sale, or memorandum of terms of proposed purchase, together with two copies of the same, one for the Returns Office and the other for the Director. When the land is donated, use Form 7-277.

(b) Affidavit of disinterestedness.

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

(d) Certificate that the land is necessary for the purposes authorized by the Reclamation Act and that the consideration agreed upon is reasonable, together with his recommendation that the agreement be approved. This certificate should also contain other valuable information relative to the transaction not given in Form 7-281.

(e) If the tract is described by metes and bounds, this report should be accompanied by a small sketch, with the boundary lines platted, showing all courses and distances and all references to public-land corners. (See Manual, Title, *Lands, Acquisition of*, Pars. 11 and 23, pp. 227 and 231.)

2. When the agreement has been approved, the original will be returned to the Project Manager who will immediately notify the vendor thereof and call upon him, if pursuant to said agreement, to furnish an abstract of title, which shall later be extended to include any instruments subsequently recorded in connection therewith and also the record of the conveyance made in pursuance of said agreement, also to procure and have recorded, where proper for record, all assurances of title and affidavits which may be necessary and proper to show clear, unincumbered title in him. This will fix the date from which time may be counted in favor of the United States for extension of the option as provided in the agreement, in case it be found necessary to do so. If the abstract contains a large number of entries it should be indexed, and if the title to a canal system is involved the abstract should be accompanied by maps showing said system and the lands affected thereby. The abstract, certificates, maps, contract, possessory certificate, and form of deed which it is proposed to execute, referred to in next paragraph, should be submitted to the United States Attorney for the district. For form of possessory certificate see also Par. 20, of the Title, *Lands, Acquisition of*, in the Manual.

3. The ordinary form of warranty deed, or its equivalent, in general use will be acceptable to the Department, only one material change being required, viz., the insertion of the italicized words in the clause to the following effect usually found in such deeds: "For and in consideration of . . . dollars to him in hand paid *in pursuance of the provisions of the act of June 17, 1902 (32 Stat., 388)*, by the said party of the second part," etc. The grantee or second party must be the United States, and the words "heirs, executors, administrators, successors," etc., when referring to the second party, should be stricken out, and the sentence should read "the party of the second part and its assigns." One copy of the proposed form of deed should be retained by the Project Manager, to be executed by the vendor after the title has been found acceptable. A quitclaim deed will be acceptable in case title in fee is not vested in the vendor.

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

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

6. The Assistant Attorney General will render an opinion upon the title, and thereupon all the papers will be returned to the Project Manager for action in pursuance of the findings of the opinion. After the title has been found satisfactory, the deed should be executed and recorded and the abstract extended to cover record of same, and also to cover payment of taxes, etc., pronounced by the Assistant Attorney General to be liens against the estate. Payment may then be made to the grantor by the local fiscal agent, provided no further defects are revealed by the extension of the abstract, or the papers may be forwarded to the Director for payment by Treasury warrant. In the former case the voucher covering payment should be accompanied by the contract, abstract of title, deed, and official copy of opinion. In case the title is found to be imperfect, the papers will be returned for the necessary corrections, and the abstract should then be brought up to date and again submitted through the United States Attorney for re-examination.

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

8. In the case of land covered by a homestead or desert-land entry where an entire legal subdivision is involved a relinquishment to the United States is sufficient, and a certificate should be obtained from the register and receiver of the local land office showing that the entry was valid and subsisting at the time of the relinquishment, and that it had been relinquished and cancelled on the records of the land office. This certificate should accompany the voucher of the special fiscal agent in lieu of the deed or relinquishment, which will be retained in the local land office. Where less than a legal subdivision is to be acquired, which cannot be described in the ordinary way (by quarters and halves), the method outlined under (b) and (c), paragraph 38, page 236 of the Manual should be followed.

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

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

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

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

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

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

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

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

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

18. For a general discussion of this subject see pages 96 to 100 of Water-Supply Paper No. 93.

7-281

REPORT ON LAND AGREEMENT.

For purposes.

..... project

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

Belonging to.....

County of.....

State of.....

Submitted by.....

Date191.....

51-2-12
51-2-51

