

70. COBOS, NICACIO, et. al. WARRANT DEED FRANKLIN CANAL FABENS-TRIMWAY (064) 0023 - 0087 - 0044-00

~~21 (5) TEXAS~~

186.

X

## REPORT ON LAND AGREEMENT

### DEPARTMENT OF THE INTERIOR UNITED STATES RECLAMATION SERVICE

INFORMATION relating to agreement made **August 30** 191**6**, with  
**Jesus, Cobos, Guardian of Nicasio Cobos, Ignacio Cobos, Leonila Cobos,**  
**Carlos Cobos and Jose Cobos, minors, and only surviving heirs at law**  
**of Francisco Cobos, Deceased**  
for the purchase of land required for **right of way for Franklin Canal Drainage**  
purposes, **Rio Grande** Project, **El Paso**  
County, **Texas**

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

**2.55 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.

**Land is located in the San Elizario Grant, a Mexican grant made under the laws of Mexico. Was never a part of public domain of United States**

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.

**Land is owned by Estate of Francisco Cobos, who died leaving five minor heirs. Jesus Cobos is Guardian of these heirs, and an Order of Court ratifying agreement and authorizing sale of property is necessary and this order will be secured after approval of agreement. The address of Jesus Cobos is San Elizario, 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.

**Jesus Cobos is in possession of the land as Guardian of the minor heirs of Francisco Cobos, Deceased**

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

**Land is subject to right of way by virtue of stock subscription contract with the El Paso Valley Water Users' Association, but reservation has been released by resolution of Association, copy of which has been heretofore furnished.**

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.

**Land is fenced and is all under cultivation; having a good stand of alfalfa on it.**

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

**Land is all cultivated and all under irrigation. Water is obtained from the Franklin Canal**

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

**\$125.00 to \$200.00 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 construction of this desagua will in all probability result in a benefit to the land in the immediate vicinity as it will have a tendency to lower the ground water plane.**

The above is a correct statement of the information procured.

Dated

14.

191 6

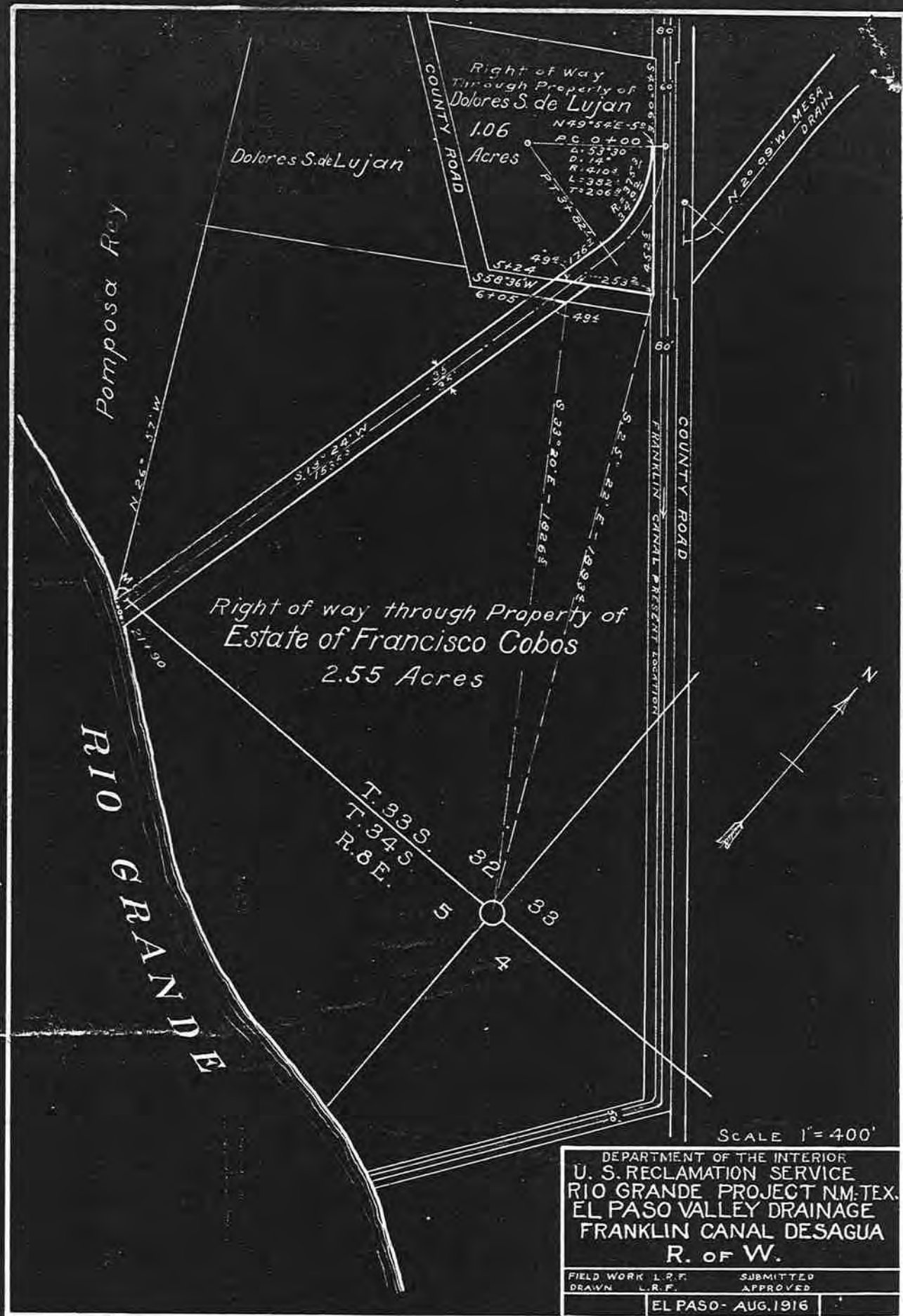
(Signature) **P. M. Hough**

(Title) **Supt. of Construction**  
In Charge of Negotiations.

Approved:

**E. H. Baldwin**

Project Manager.



THIS AGREEMENT, made August 30,

nineteen hundred and sixteen between Jesus Cobos, Guardian of Ignacio  
Cobos, Ignacio Cobos, Leonila Cobos, Carlos Cobos and Jose Cobos,  
miners, and only surviving heirs at law of Francisco Cobos, Deceased,  
of the his wife, or

County, of El Paso, Texas, for him self, his heirs, legal represen-  
tatives, and assigns, hereinafter styled the vendor, and The United States of America and its assigns by

F. H. Baldwin, Project Manager

United States Reclamation Service,  
thereunto duly authorized by the Secretary of the Interior, pursuant to the act of June 17, 1902  
(32 Stat., 388);

WITNESSETH:

1. The vendor in consideration of the benefits to be hereafter derived from the construction of  
irrigation works through, upon, or in the vicinity of the lands hereinafter described, of the promises  
and covenants of the United States herein contained, and of the payment to the vendor by the United  
States of the sum of one (\$1.00) dollar, the receipt whereof is hereby acknowledged, does hereby  
agree, upon the terms and conditions hereinafter stipulated, to sell and by good and sufficient deed to  
convey to the United States of America the following-described real estate and property situated in

the county of El Paso State of Texas, to wit:

A tract of land situated in the Southeast quarter (SE<sup>1</sup>/<sub>4</sub>) of  
Section thirty-two (32), Township thirty-three (33) South, Range eight  
(8) East of the United States Reclamation Service Survey; being a  
strip of land seventy (70.0) feet in width, lying thirty-five (35.0)  
feet on each side of the center line of the Franklin Canal Ditch;  
said center line being described as follows: Beginning at Station  
6 plus 08 of said center line, being a point on the South right of way  
line of the public road from Fabens, Texas, to San Elizario, Texas,  
said road having a bearing of South 88° 36' West, and from which point  
the Northeast corner of the tract herein described bears North 88° 36'  
East a distance of forty-nine and four-tenths (49.4) feet, and from  
said Northeast corner of the tract herein described the Southeast  
corner of said Section thirty-two (32) bears South 35° 20' East a  
distance of one thousand eight hundred twenty-six and five-tenths  
(1826.5) feet; running thence South 15° 34' West a distance of one  
thousand five hundred thirty-five and five-tenths (1535.5) feet on  
the said aforementioned center line to the East bank of the Rio Grande;  
said tract containing two and fifty-five hundredths (2.55) acres,  
more or less.

2. This land is situated in the E $\frac{1}{2}$  SE $\frac{1}{4}$  and the SW $\frac{1}{4}$  SE $\frac{1}{4}$  of Section 32, T. 33 S., R. 8 E., N.M.P.M., according to the surveys extended over this territory by officials of the Reclamation Service. The Assistant District Counsel finds that good title will vest in the heirs of Francisco Cobos, from whom the United States is purchasing, upon securing a Commissioner's deed to cover the transfer of the original 24-acre tract, quitclaim deeds from Augustina Cobos de Rey and her husband and O. A. Larrazola and his two sons, and the removal of the tax lien for the year 1891.

3. This abstract follows the abstract furnished in the purchase from Dolores S. de Lujan down to and including Entry No. 18 giving the title of the Town of San Elizario. In future abstracts these need not be repeated but it will be sufficient to refer to the abstract furnished in the Lujan case or in this case.

4. The 24-acre tract, comprising the northern portion of the larger tract out of which the strip of land to be purchased is taken, was on August 2, 1881 surveyed by the official surveyor of the Corporation of San Elizario (Entry

No. 21) for Gorgonio Albillar, who afterwards conveyed, but no deed was ever obtained from said corporation. A deed to this tract should now be obtained from the County Commissioners, as suggested in the opinion.

5. Francisco Martin and David Martin, joined by their respective wives, conveyed the 20-acre tract hereinbefore referred to to Tomas Garcia before they obtained title from the Town of San Elizario (Entries Nos. 23 and 24) but as their deed was one of general warranty it was sufficient to carry the after acquired title.

6. The property in question vested in Jesus Cobos during the lifetime of his wife and, therefore, became communitive property. His wife died while he was still the owner and her children and heirs became vested with her interest. This interest they have conveyed as to the 24-acre tract (Entry No. 31) but a conveyance from them is necessary for the remaining tract of 20 acres.

7. Taxes for the year 1891, as shown at Entry No. 39, <sup>a</sup>are/lien and should be paid as to the property to be conveyed, as well as other taxes that may have accrued since the date when the abstract closed.

8. Upon examination of the abstract and other papers, I concur in the opinion of the Assistant District Counsel and find that on August 3, 1917, date when the abstract closed, good title to the premises proposed to be conveyed was vested in the heirs above mentioned, subject to the interest of the surviving heirs of the wife of Jesus Cobos to the portion lying in the <sup>24</sup>20-acre tract referred to in this opinion, to the interest of the Town of San Elizario to said tract, and to taxes for the year 1891. After removing the above objections in the manner indicated in this opinion and the payment of taxes, the agreement of sale may be carried out, by accepting a deed from the minor heirs of Francisco Cobos, deceased, executed by their guardian in due form, and by placing the same of record, after which the abstract should be extended to include said record, as well as the court proceedings necessary to the completion of said deed.

9. A variation is noted in Entry No. 31 in the name of one of the persons executing the deed. He is named in the deed as Jesus Maria Larrazola, while in the acknowledgment the name is Jose, which corresponds to the name given



in the affidavit of Jesus Cobos enumerating the heirs of his deceased wife. I do not regard the variation as important but care should be taken to have the correct name inserted in the deed to be executed in order to complete this title.

10. After title has vested in the United States, free of encumbrances, the consideration may be paid to the guardian of said minors in due course, the Fiscal Agent transmitting with his voucher the usual papers required by the Reclamation Manual. In view of the fact that considerable remains to be done, both in procuring deeds and in court proceedings, in order to perfect the title, you should attach your certificate showing that you have examined the said proceedings as set forth in the abstract and find that title has vested, as above required.

(Sgd) Edwin H. Peery

**Enclosures**

1. Opinion of Assistant District Counsel.
2. Possessory certificate.
3. Blue print.
4. Form of warranty deed.
5. Agreement of sale.
6. Abstract No. 14214 of the Pioneer Abstract Company.

EHP/ALM

Los Angeles, California.

August 30, 1917.

From District Counsel in Charge of Titles, Edwin H. Peery.  
To District Counsel P. W. Dent, El Paso, Texas.  
Subject Opinion on title to land to be purchased from  
guardian of Nicacio Cobos et al, minors - Rio  
Grande Project, New Mexico - Texas.

1. I have considered the opinion of August 14, 1917 prepared by Assistant District Counsel A. B. Preuss, together with the abstract and other papers transmitted therewith, relative to the title of Nicacio Cobos, Ignacio Cobos, Leonila Cobos, Carlos Cobos and Jose Cobos, minors, and only surviving heirs at law of Francisco Cobos, deceased, to a strip of land 70 feet wide, extending southwesterly through a tract of land composed originally of two tracts of 20 and 24 acres each, situated in the southern portion of what is known as the San Elizario Grant in El Paso County, Texas, which the United States is proceeding to acquire in pursuance of an agreement dated August 30, 1916 with Jesus Cobos, Guardian of said minors, to sell said strip of land to the United States for the sum of \$200.



EL PASO COUNTY COURT HOUSE.

E. B. McCLINTOCK, COUNTY CLERK

C. ARANDA, CHIEF DEPUTY

JOHN T. CAIN, COURT DEPUTY



*El Paso, Texas.*

August 31st., 1916.

Mr. P.W.Dent,  
El Paso, Texas.  
Dear Sir:

In reply to your letter of the 30th., inst. I beg to advise you, that, there is not any record in this office of Jesus Cobos having been appointed administrator of the estate of Francisco Cobos deceased.

Very truly,

*E. B. McClintock*  
County Clerk.



DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE  
SMOITHOUSE

15  
El Paso, Texas, September 14, 1916

Chief of Construction

Project Manager to the Director (through ~~Supervising Engineer~~).

Subject: Forwarding contracts for approval.

The contract described below is forwarded herewith for approval:

Date August 30, 1916

Rio Grande project

Executed by E. H. Baldwin, Project Manager

With Jesus Codes, Guardian

Accompanied by bond and one copy. [Insert "Yes" or "No bond."] No bond

Purpose: Purchase of land for right of way for the Franklin Canal Desagua

NOTE: No public notice issued on Rio Grande Project

✓ Advise Project Manager at El Paso, Texas  
with copy to Chief of Construction at Denver, Colorado

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

Estimated amount involved, \$ 200.00 Authority No. 00

Encs.

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

E. H. Baldwin  
Project Manager

Washington, D. C. OCT 7 - 1916 191

Approved by Morris Bien, Acting Director

Date of approval Oct 4, 1916

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

herewith

Original enclosed for record and return. Morris Bien, Acting Director

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

Witnesses :

J. H. Hamilton

of El Paso, Texas

Gertrude B. Mathiot

of El Paso, Tex.

J. M. Loney

of El Paso Texas

Vera De Witt

of El Paso Texas

STATE OF Texas

COUNTY OF El Paso

ss :

I, Jessie E. M. Howe, a Notary Public

in and for said county, in the State aforesaid, do hereby certify that Jesus Cobos

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 he, Jesus Cobos,

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

~~I further certify that I did examine the said~~

~~signature and read the same to the said person and explained to him the contents of the foregoing instrument, and upon that examination I declared that the said person voluntarily signed, sealed, and acknowledged the same without any coercion or compulsion, and do not wish to retract the same~~

Given under my hand and official seal, this 30th day of August, 1916

(SEAL) [SEAL.]

Jessie E. M. Howe,

Notary Public in and for El Paso Co., Texas

My commission expires June 1, 1917.

Approved Oct 4, 1916, 191

Morris Bien  
Acting Director

Jesus Cobos

Guardian of Jesus Cobos, Ignasio Cobos, Leonila Cobos, Carlos Cobos and Jose Cobos, minors, and only surviving heirs at law of Francisco Cobos, Deceased.

Vendor.

E. H. Baldwin

For and on behalf of the United States.

Memorandum in regard to title papers in land purchase from G. N. Garcia, Guardian, et al.

Agreement to sell was made with one Jesus Cobos, now deceased. For appointment of present guardian, see Muniment No. 49 of abstract of title.

With reference to paragraph 8 of opinion by Mr. Peery dated August 30, 1917, the interest of the surviving heirs of the wife of Jesus Cobos has been obtained for the 2.55 acres of land conveyed to the United States under the agreement to sell and warranty deed. (See Muniment No. 48 of abstract.)

With reference to paragraph 4 of Mr. Peery's opinion, in reference to deed from County Commissioners, see Muniment No. 51 of the abstract.

With reference to paragraph 10 of Mr. Peery's opinion, see pp. 92-93 of the abstract, showing authority and approval of sale of the land by the Court. There is no question as to the regularity of the proceedings approving this sale, except possibly that a special bond might, under Texas laws, be required in the case of sales of real property. General bond had been filed by the guardian, and the court approved the sale without further requirements in this regard.

Taxes on the land are shown to be not paid by the certificate in the abstract of title. Attached are tax receipts showing that taxes are paid up to date, with interest and penalties. Page 99 of the abstract makes reference to El Paso County Water Improvement District No. 1 and excepts from the certificate any taxes or assessments due this District. Further showing in this regard may be waived, as the District excepts from assessments all rights of way granted for canal purposes.

Upon examination of the abstract brought up to date, no entry is found that shows any transaction of record adverse to the interests of the United States.

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C. F. HARVEY

El Paso, Texas,  
February 24, 1919.

Clerk.

El Paso, Texas, February 11, 1919.

Pioneer Abstract Company,

El Paso, Texas.

Gentlemen:

Herewith is abstract relating to land in the Francisco Cobos Estate, which please certify up to date, including tax certificate and further probate proceedings that are now pending. Also, a deed dated September 25, 1917, was executed, running from Judge of County Court to Nicasio Cobos et al., recorded in Book 313, page 232, which please ~~exam~~ include in the abstract.

Very truly yours,

P M D

District Counsel.



PWD:T

El Paso, Texas.  
Jan. 22, 1919.

County Clerk,  
El Paso, Texas.

Dear Sir:

Transmitted herewith for official record is  
warranty deed, dated October 12, 1918, running from  
G. N. Garcia, guardian, to the United States of America.

Yours very truly,

P.W.Dent

Enc 1.

District Counsel.

Franklin Canal

Agreement to sell dated Aug. 30, 1916.

signed by Jesus Cobos.



El Paso, Texas,

Jan. 21, 1919.

Mr. R. M. Reed, Attorney at law,  
714 Caples Building,  
El Paso, Texas.

Dear Sir:

At the time you were in my office today, I neglected to call your attention to the fact that the warranty deed signed by G. M. Garcia, guardian of Nicasio Cobos, et al. running to the United States will require a 50¢ revenue stamp before same can be recorded.

We will appreciate it if you will see that this 50¢ revenue stamp is furnished in order that the deed may be promptly recorded.

Yours very truly,

P.W.Dent

District Counsel.

El Paso, Texas, October 26, 1918.

Mr. R. M. Reed, Attorney at Law,  
714 Caples Building,  
El Paso, Texas.

Dear Sir:

With reference to the land purchase from the heirs of Francisco Cobos, I have just found time to go over these papers, and take the opportunity to advise you in regard to the title, in order that there may be no unnecessary delay through any misunderstandings, although from what Mr. Dent tells me I believe you have the matter fully in hand.

In the first place, I find warranty deed signed by G. N. Garcia as guardian of the heirs of Francisco Cobos. The abstract shows one Jesus Cobos was appointed guardian. I take it that our extension of the abstract, when this is accomplished prior to final settlement, will show that G. N. Garcia has been duly substituted in the place of Jesus Cobos on account of some disability of the latter.

One objection to the title was that one of the two original tracts of which this land holding is composed, which one is described as the 24-acre tract which was originally taken by Gorgonio Albillar and which lies as the northern half of the holding, was never duly conveyed by the Town of San Elizario. A quitclaim deed was drawn in this office running to the heirs of Francisco Cobos, deceased, which was to be executed by the Commissioner's Court, to cure this part of the title. I find a letter under date of September 8, 1917, to Jesus Cobos at San Elizario, and also a letter under date of September 19, 1917, to Ware & Herceop, Attorneys, El Paso, both stating that the necessary quitclaim deed is inclosed and that execution thereof should be secured. If this deed has not been executed, we will be glad to copy off another original and supply it.

Another objection to the title was that, with reference to the other original chain of title involved in the southern (20-acre tract) referred to as the Francisco and Davis Martin tract, a deed passed under date of May 27, 1911, conveying title to both original tracts, but as to the 20-acre tract did not clear the interest of heirs of <sup>wife of the</sup> grantor, Jesus Cobos, as the grantor had acquired title to this 20-acre tract during the lifetime of his first wife, Francisca Cobos, now deceased, and conveyed only his own interest and not the interest of

the heirs arising by this marriage, consisting of a daughter, Augustina Cobos de Rey (and her husband, Cruz Rey), O. A. Larrazolo, surviving husband of Rosalia Cobos, another daughter, and their two sons, Juan B. Larrazolo Jr. and Jose Maria Larrazolo. Our information as to these parties is based upon an affidavit by Jesus Cobos dated July 22, 1912 (Book 201, p. 343). I find that a quitclaim deed conveying these interests and running to the present heirs of Francisco Cobos, with whom we are now dealing by guardian, was also prepared and mailed to Jesus Cobos with the letter of September 8, 1917, above referred to, and if this deed cannot be located we shall be pleased to make another copy.

It appears from our abstract that taxes for the year 1891, amounting to \$19, are unpaid and now a lien on the land. If these taxes are still unpaid it would be possible for this Service to pay them, with the penalties due, and make proper deduction at time of final settlement.

This office will be glad to cooperate with you in reaching final settlement, and if the abstract that we have will be of any service to you, it is available for your examination.

Very truly yours,

C F HARVEY

Assistant District Counsel.

El Paso, Texas, September 19, 1917.

Ware and Norcrop,

521-6 First National Bank Bldg.,

El Paso, Texas,

Gentlemen:

In accordance with my conversation with a representative of your firm yesterday, there is enclosed a quitclaim deed containing a description of the tract of land which should be set over by the Commissioners' Court to the heirs of Francisco Cobos, deceased, who acquired title from Jesus Cobos.

The description is practically the same as that contained in an original deed from Altillar to Cobos and is deemed sufficient by our engineers.

Yours very truly,

(sd) D. G. Tyree

Asst. District Counsel.

Encl.

El Paso, Texas, September 8, 1917.

Mr. Jesus Cobos,

San Elizario, Texas.

Dear Sir:

Under date of August 30, 1916, you contracted with the United States to convey for a consideration of \$200.00 a tract of land containing 2.55 acres, to be used as right of way for the Franklin Canal Desagua.

Before the United States can accept a deed from you for this strip of land and pay you the money, it will be necessary for you to take certain steps to clear up the title. Agustina Cobos de Rey and her husband and O. A. Larrazola and his two sons, still have an interest in a portion of this land and it will be necessary to have them execute the enclosed quitclaim deed. After execution please have the deed recorded.

There is also enclosed a quitclaim deed to be executed by the Commissioners' Court of El Paso County, which deed is necessary because no deed was ever obtained from the Corporation of San Elizario for the northern 24 acres of your land. It is also necessary that taxes for the year 1891 be paid.

Please advise me when the above matters have been attended to in order that steps may be taken to pay you the amount of the purchase price.

Yours very truly,

D.C. Tyree (sd)

Asst. District Counsel.

Encls.

El Paso, Texas, Aug. 14, 1917.

**From** Asst. District Counsel, A. B. Preuss.  
**To** District Counsel in Charge of Titles, Los Angeles.  
**Subject:** Opinion on Title, proposed purchase of land from Jesus Cobos, Guardian of Nicasio Cobos et al, minor heirs of Francisco Cobos, deceased, for right of way for Franklin Canal Desagua, Rio Grande Project.

1. Herewith is transmitted abstract of title No. 14214, together with related papers in connection with the proposed purchase of 2.55 acres of land from Jesus Cobos, Guardian of Nicasio Cobos et al, only surviving children of Francisco Cobos, deceased, in accordance with agreement to sell dated August 30, 1916, approved October 4, 1916, for a consideration of \$200.

2. This proposed purchase lies in the SW $\frac{1}{4}$  of Section 32, Township 33 South, Range 8 East, U. S. Reclamation Service Survey, El Paso County, Texas, running diagonally thru two original tracts of 24 and 20 acres respectively.

3. The 24-acre tract was granted to Gorgonio Albillar apparently by the corporation of San Elizario (p 36) altho no conveyance from the Town of Elizario to said Albillar appears of record. The 20-acre tract was duly conveyed by the Mayor of the Town of San Elizario to Francisco and David Martin by

deed dated April 7, 1883(p 39).

4. Alvillar and wife conveyed the 24-acre tract to Jesus Cobos by warranty deed dated January 10, 1887(p 37); and the Martin tract was transferred to Tomas Garcia by deed dated March 3, 1883(p 41). The inconsistency in dates of deeds conveying the 20-acre tract(Martin) is immaterial in view of the fact that no other transfer subsequent to April 7, 1883, from Francisco and David Martin appears of record.

5. By warranty deed dated December 5, 1896(p 43) Tomas Garcia conveys the 20-acre tract to Jesus Cobos.

6. The deed(p 44) conveying certain land in 1855 from the Town of San Elizario to Josiah F. Crosby serves only to sustain judgment entered October 28, 1908, in suit Josiah F. Crosby vs. Town of San Elizario(p 46) by showing true location of grant to Crosby which he attempted to change after boundaries of San Elizario grant was fixed by suit The State of Texas vs Michael Meehan et al, and does not conflict with title to the Cobos land(See map page 27).

7. The judgment filed for record October 31, 1881, and abstracted at page 56 in which Jesus Cobos is one of the defendants, probably has no bearing on the land in question. Under the Texas statute of limitations, a judgment cannot be

revived after 10 years, and while it appears that a lien of judgment in favor of the state is never lost by lapse of time, the recording of a judgment in this state operates as a lien only on the real estate of the defendant situated in the county where the record is made (Title 86, Art. 5616, Texas Stat.)

8. The special warranty deed dated April 7, 1909, from the children and grandchildren of Jesus Cobos, who survived his wife, to Jesus Cobos, includes with other property, only one of the tracts (Alvillar) covered by proposed purchase, (p 59); and as the other tract was acquired by Jesus Cobos in 1896, during the lifetime of his wife, she having died in 1908 (Aff. p 57), the deed dated May 27, 1911 (p 62) conveying a tract of land containing both of the tracts in question to Francisco Cobos, did not give clear title to the 20-acre tract, Agustina Cobos de Rey and Cruz Rey, her husband, and O. A. Larrazolo, surviving husband of Rosalia Cobos, and their two sons, Juan B. Larrazolo, Jr., and Jose (Jesus) Maria Larrazolo still having an interest in the original Martin tract.

9. Francisco Cobos died in November 1911, and Jesus Cobos, his father, was duly appointed guardian of the minor children of the deceased Francisco (p 63), and his application



to sell the land in question was granted by order of court dated October 11, 1916. *off see p. 66 abt.*

10. Good title will vest in the heirs of Francisco Cobos upon securing the following:

Commissioners' Deed to cover transfer of original 24-acre tract to Geronimo Alvillar:

Quit claim deeds from Agustina Cobos de Rey and her husband, and O. A. Larrazole and his two sons:

Removal of tax lien for the year 1891.

*✓  
see*

- - -

*A. B. Preuss*

Inclosures:

Abstract of Title

Original Agreement

Possessory Certificate

Copy of form of proposed deed

Blue Print.

El Paso, Texas, Aug. 1, 1917.

Mr. Jesus Cobas,

San Elizario, Texas.

Dear Sir:

This is to advise you that I called on the Pioneer Abstract Company this afternoon as I stated I should, and am informed by Mr. Morgan that abstract covering the land which you have agreed to sell the United States for right of way, Franklin Canal Desagua, will be completed and delivered to this office on Saturday morning next.

As soon as possible after receipt of the abstract, it will be forwarded to the District Counsel in Charge of Titles at Los Angeles, California, and if in his opinion, title is satisfactory, deed will be sent to you for execution. These details may take some time yet, but the matter will be expedited by this office as rapidly as possible.

Very truly yours,

Asst. District Counsel.

El Paso, Texas, October 16, 1916.

The County Clerk,

El Paso, Texas.

Dear Sir:

There is transmitted herewith for recording and return to this office agreement to sell dated August 30, 1916, executed by Jesus Cobos, Guardian, in connection with the proposed conveyance to the United States of certain land for right of way for the Franklin Canal Desagua.

Very truly yours,

P. W. Dent

District Counsel

enc

El Paso, Texas, October 16, 1916.

Mr. Jesus Cobos,

San Elizario, Texas.

Dear Sir:

You are hereby advised that agreement with you dated August 30, 1916, in connection with the proposed conveyance to the United States of certain land for right of way for the Franklin Canal Desagua, Rio Grande Project, was approved by Morris Bien, Acting Director, U. S. Reclamation Service, under date of October 4, 1916.

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

District Counsel

El Paso, Texas, September 14, 1916.

From District Counsel  
To Chief Counsel, Washington, D. C.  
Subject: Agreement to sell dated August 30, 1916, with Jesus  
Cobos, Guardian, for right of way for the Franklin  
Canal Desagua--Rio Grande Project

1. The above mentioned agreement to sell is to-day being transmitted by the Project Manager, Rio Grande Project, through the office of the Chief of Construction to the Washington Office for approval. Owing to the urgent necessity for the construction of the Franklin Canal Desagua at the earliest possible date, the contract in question is being forwarded prior to the securing of Order of Court ratifying the agreement and authorizing the sale of the property as to the interests of the minor heirs of Francisco Cobos, deceased. This order of court has, however, been requested and will no doubt be issued shortly. It is recommended, therefore, that the requirement of having such order of court accompany the contract be waived in this instance, and that the agreement to sell be approved by the Comptroller or Director and Chief Engineer, in order that the contemplated work may be commenced as soon as possible.

-----  
P. W. Dent

Law Offices of  
**WARE & NORCOP**

Rooms 521 to 525  
First National Bank Building  
EL PASO, TEXAS

W. B. WARE  
A. W. NORCOP

September 25th, 1916.

Mr. P. W. Dent,  
United States Reclamation Service,  
El Paso, Texas.

Dear Sir:

Your letter of the 8th instant to Mr. Jesus Cobas, concerning the sale by him as guardian of 2.55 acres of land to the Government for right-of-way of the Franklin Canal, has been referred to us and we are making application to the Probate Court for authority to have Mr. Cobas transfer this land to the Government and will bring the matter to a speedy termination and will furnish you a certified copy of the order as soon as it is granted by the court.

Yours truly,

WBW-MH

*Ware & Norcop*

El Paso, Texas, September 8, 1916.

Mr. Jesus Cobos,

San Elizario, Texas.

Dear Sir:

In connection with the agreement to sell entered into by you with the United States under date of August 30, 1916, for the sale of 2.55 acres of land in the vicinity of Fabens for right of way for the Franklin Canal Desagua I find that it will be necessary for you to secure an order of court authorizing the sale of the land described in the above mentioned agreement on the part of the five minor heirs of Francisco Cobos, of which heirs you are the guardian. I would suggest, therefore, that you communicate with your attorneys in an endeavor to secure such order of court, and when this order is issued it would be appreciated if you would furnish this office with a certified copy thereof in order that same may be attached to the agreement, as it will be necessary to have such order accompany the agreement when the contract is transmitted to Washington for approval.

Anything that you can do towards expediting this matter will be greatly appreciated.

Very truly yours,

P. W. Dent

District Counsel

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El Paso, Texas, August 30, 1916.

The Clerk of the County Court,

El Paso, Texas.

Dear Sir:

Will you kindly furnish this office with a certified copy of Order of Court appointing Jesus Cobos administrator of the Estate of Francisco Cobos, deceased.

Upon receipt of bill covering your fees in this connection, voucher for the amount will be promptly prepared.

Very truly yours,

P. W. Dent

District Counsel



**CERTIFICATE**

I HEREBY CERTIFY that the land described in attached agreement dated August 30, 1916, with Jesus Cobos, Guardian of Rioncio Cobos, Ignacio Cobos, Leonila Cobos, Carlos Cobos and Jose Cobos, minors, and only surviving heirs at law of Francisco Cobos, Deceased, is necessary for purposes authorized by the Reclamation Act, viz: for right of way for the Franklin Canal Desagua, Rio Grande Project, New Mexico-Texas. In my opinion the consideration agreed upon is reasonable and I recommend that the contract be approved.

E. E. Baldwin,  
Project Manager

El Paso, Texas, September 14, 1916.

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 the heirs of Francisco Cobos, deceased, thru their guardian, Jesus Cobos, in Section 32, Township 38 South, Range 8 East, U. S. Reclamation Service Survey, for right of way for the Franklin Canal Desagua, Rio Grande Project, New Mexico-Texas, and that the said proposed grantors are 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.

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El Paso, Texas,  
August 16, 1917.