

28

LE BRETON, GEORGE F. WARRANT DEED FRANKLIN CANAL FABENS TAILWAY

0023-0087-0002-00

~~21 (2) F0000~~

The State of Texas,  
County of El Paso.

Know all Men by these Presents: that

George F. Le Breton, a single man

of the County of El Paso, State of Texas, in consideration of the sum of  
One Hundred Twenty-Five and no/100 (\$125.00) DOLLARS

to me in hand paid by The United States of America, acting pursuant to  
the Act of Congress of July 17, 1902 (32 Stat., 388),  
the receipt of which is hereby acknowledged  
has Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said  
United States of America, its successors and assigns,

of the County of ~~El Paso~~ and ~~El Paso~~ of ~~El Paso~~, all that certain  
tract or parcel of land, lying in the County of El Paso and State of Texas and more particularly described as  
follows, to-wit:

A tract of land situated in the Southeast quarter (SE $\frac{1}{4}$ ) of section  
thirty-two (32), Township thirty-three (33) South, Range eight (8) East, of  
the United States Reclamation Service Survey, more particularly described  
as follows: Beginning at the Southeast corner of the tract herein de-  
scribed, which is a point on the West right of way line of the Franklin  
Canal and the North right of way line of the public road from Fabens,  
Texas, to San Elizario, Texas, and from which point the Southeast corner  
of said section thirty-two (32) bears South 25° 22' East, a distance of  
one thousand eight hundred ninety-three and four-tenths (1893.4) feet;  
running thence South 58° 35' West a distance of two hundred fifty-three  
and two-tenths (253.2) feet along the North right of way line of the afore-  
mentioned road to Station 5 plus 24 of the Franklin Canal Desaguna; thence  
on same course a distance of forty-nine and four-tenths (49.4) feet;  
thence North 13° 24' East a distance of one hundred seventy-six and seven  
tenths (176.7) feet; thence to the left on a curve tangent to the last  
course and the radius of which is three hundred seventy-five and three-  
tenths (375.3) feet, a distance of three hundred forty-nine and two-tenths  
(349.2) feet, measured on 100-foot chords; thence North 49° 54' East a  
distance of five (5.0) feet; thence South 40° 06' East along the West  
right of way line of the Franklin Canal a distance of four hundred  
fifty-two and five-tenths (452.5) feet to the place of beginning, con-  
taining one and six-hundredths (1.06) acres, more or less.

To Have and to Hold the above described premises, together with all and singular, the rights and appurtenances  
thereto in anywise belonging, unto the said

United States of America, its successors

ors  
heirs and assigns forever; and I do hereby bind myself heirs, executors and adminis-  
trators to Warrant and forever Defend, all and singular, the said premises unto the said

United States of America, its successors,  
heirs and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

Witness my hand at El Paso, Texas this 22nd

October, A. D. 191

George F. LeBreton

Witness at Request of Grantor.

County of El Paso.

.....in and for El Paso County, Texas, on this day personally appeared  
George Le Breton, a single man.

Given under my hand and seal of office this 22nd day of October A. D. 1926

C. H. Jones

(SEAL)

**Notary Public in and for El Paso  
County, Texas**

County of El Paso.

Before me.

in and for El Paso County, Texas, on this day personally appeared \_\_\_\_\_, wife of \_\_\_\_\_

known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same by me fully explained to her, she, the said \_\_\_\_\_ 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 \_\_\_\_\_ day of \_\_\_\_\_ A. D. 191\_\_\_\_\_

County of El Paso.

I, W. D. Greet

Clerk of the County Court

of said County, do hereby certify that the above instrument of writing, dated on the 22nd day of October, A. D. 1926, with its certificate of authentication, was filed for record in my office this 29th day of April, A. D. 1927, at 4:10 o'clock P. M. and duly recorded this 2nd day of May, A. D. 1927, at 3:10 o'clock P. M. in the records of said County, in Volume 474 on Pages 116.

Witness my hand and the seal of the County Court of said County, at office in El Paso, Texas, the day and year last above written.

W. D. Greet

*Clerk, County Court.*

(SEAL)

By A. A. Osborne, Deputy.

Compared 3788 INDEXED

George F. LieBreton

a single man

To

The United States of...

America.

# WARRANTY DEED

## SINGLE AND WIFE'S SEPARATE ACKNOWLEDGMENT

Filed for record April 29 1927

at 4:10 o'clock P. M.

W. D. Greet

*Clerk County Court.*

By Crisaranda, Jr.

Deputy.

10/22/26 474/116

11/19/83

STATE OF TEXAS, )  
 ) ss.  
COUNTY OF EL PASO. )

L. R. Flock, being first duly sworn on his oath deposes and says, that the United States of America is now and for more than ten years last past to-wit, since about the 1st day of October 1916, has been using and enjoying and has been in continuous open, notorious, uninterrupted, peaceable and adverse possession of the following described premises lying in the County of El Paso and State of Texas, and more particularly described as follows to-wit:

A tract of land situated in the Southeast quarter (SE $\frac{1}{4}$ ) of Section thirty-two (32), Township thirty-three (33) South, Range eight (8) East of the United States Reclamation Service Survey, more particularly described as follows: Beginning at the Southeast corner of the tract herein described, which is a point on the West right of way line of the Franklin Canal and the North right of way line of the public road from Fabens, Texas, to San Elizario, Texas, and from which point the Southeast corner of said Section Thirty-two (32) bears South 25°22' East, a distance of one thousand eight hundred ninety-three and four-tenths (1893.4) feet; running thence south 58°36' West a distance of two hundred fifty-three and two-tenths (253.2) feet along the North right of way line of the aforementioned road to Station 5 plus 24 of the Franklin Canal Desagua; thence on same course a distance of forty-nine and four tenths (49.4) feet; thence North 13°24' East a distance of one hundred seventy-six and seven tenths (176.7) feet; thence to the left on a curve tangent to the last course and the radius of which is three hundred seventy-five and three-tenths (375.5) feet, a distance of three hundred forty-nine and two-tenths (349.2) feet, measured on 100 foot chords; thence North 49°06' East along the West right of way line of the Franklin Canal a distance of four hundred fifty-two and five-tenths (452.5) feet to the place of beginning, containing one and six-hundredths (1.06) acres, more or less.

L. R. Flock

STATE OF TEXAS, )  
 ) ss.  
COUNTY OF EL PASO. )

Before me the undersigned authority and Notary Public in and for the said state and county on this day personally appeared L. R. Flock, known to me to be such person and who being by me duly sworn upon his oath states that all of the facts in the foregoing affidavit are true.

Given under my hand and seal of office this 20th day of December 1926.

My commission expires  
June 1, 1927.

Geo. W. Hoadley,  
Notary Public in and for El Paso  
County, State of Texas.

(SEAL)



STATE OF TEXAS,                     )  
  ) ss.  
COUNTY OF EL PASO.                )

L. R. Flock, being first duly sworn on his oath deposes and says, that the United States of America is now and for more than ten years last past to-wit, since about the 1st day of October 1916, has been using and enjoying and has been in continuous open, notorious, uninterrupted, peaceable and adverse possession of the following described premises lying in the County of El Paso and State of Texas, and more particularly described as follows to-wit:

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\_\_\_\_\_  
L. R. Flock.

STATE OF TEXAS,                     )  
COUNTY OF EL PASO.                ) ss.

Before me the undersigned authority and Notary Public in and for the said state and county on this day personally appeared L. R. Flock, known to me to be such person and who being by me duly sworn upon his oath states that all of the facts in the foregoing affidavit are true.

Given under my hand and seal of office this 20th day of December 1926.

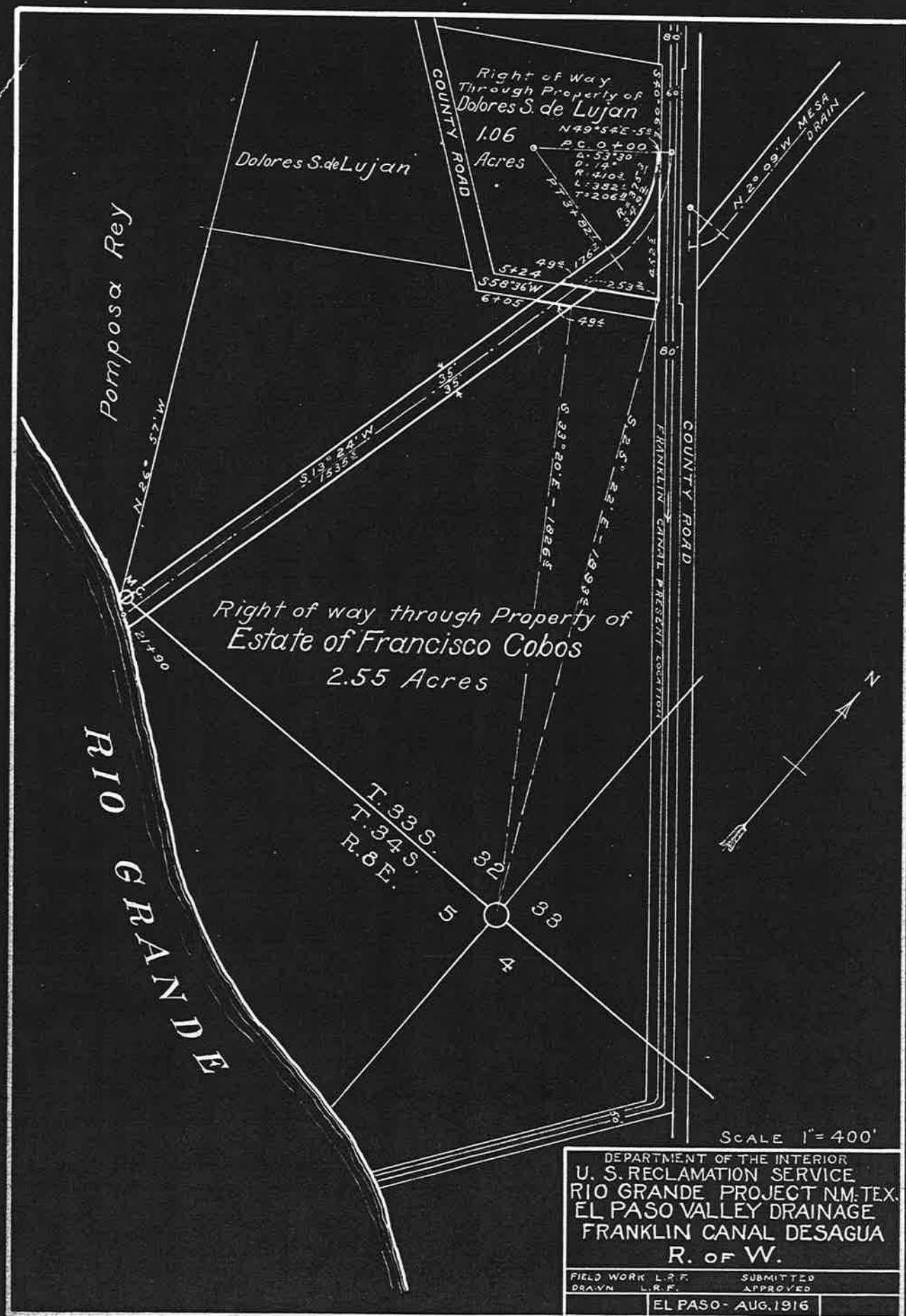
(SEAL)  
My commission expires  
June 1, 1927.

\_\_\_\_\_  
Geo. W. Hoadley,  
Notary Public in and for El Paso  
County, State of Texas.

sixty (60) feet in width to the east line of Val Verde Addition to the city of El Paso, a distance of 3,802 feet, more or less; thence eighty (80) feet in width to the end of the Canal, a distance of 132,245 feet, more or less; thence fifty (50) feet in width along the tail ditch to the Rio Grande, a distance of 720 feet, more or less.

TO HAVE AND TO HOLD the said premises above bargained, sold and described, with the appurtenances, unto the said party of the second part, its successors and assigns forever; and the said party of the first part, for itself and its assigns, doth covenant and agree to and with the said party of the second part, its successors and assigns, that at the time of the ensembling and delivery of these presents, it was well seized of the premises above conveyed, as of a good, sure, perfect and indefeasible estate of inheritance, in law, in fee simple, and had 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 possession of the party of the second part, its successors, heirs and assigns, against all and every person lawfully claiming or to claim, the whole or any part thereof, the said party of the first part shall and will Warrant and Forever Defend.

IN WITNESS WHEREOF, the said Franklin Irrigation Company by resolution of its stockholders, and of its Board of Directors



THIS AGREEMENT, made August 31,

nineteen hundred and sixteen, between Dolores S. de Lujan (widow)

and of the City of El Paso,

County, of El Paso, Texas, for her self, her heirs, legal representatives, and assigns, hereinafter styled the vendor, and The United States of America and its assigns by

E. 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 $\frac{1}{4}$ ) of Section thirty-two (32), Township thirty-three (33) South, Range eight (8) East of the United States Reclamation Service survey, more particularly described as follows: Beginning at the Southeast corner of the tract herein described, which is a point on the West right of way line of the Franklin Canal and the North right of way line of the public road from Fabens, Texas, to San Elizario, Texas, and from which point the Southeast corner of said Section thirty-two (32) bears South 25° 22' East a distance of one thousand eight hundred ninety-three and four-tenths (1893.4) feet; running thence South 58° 36' West a distance of two hundred fifty-three and two-tenths (253.2) feet along the North right of way line of the aforementioned road to Station 5 plus 24 of the Franklin Canal Desagua; thence on same course a distance of forty-nine and four-tenths (49.4) feet; thence North 13° 24' East a distance of one hundred seventy-six and seven-tenths (176.7) feet; thence to the left on a curve tangent to the last course and the radius of which is three hundred seventy-five and three-tenths (375.3) feet a distance of three hundred forty-nine and two-tenths (349.2) feet, measured on 100 foot chords; thence North 49° 54' East a distance of five (5.0) feet; thence South 40° 06' East along the West right of way line of the Franklin Canal a distance of four hundred fifty-two and five-tenths (452.5) feet to the place of beginning, containing one and six-hundredths (1.06) acres, more or less.



*ECB*

~~2. In consideration of the premises the vendor further agrees upon receipt of notice that this agreement has been approved by the Comptroller or Director 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.~~

3. 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.

4. And for the same consideration the vendor agrees to execute and deliver, upon demand of the proper officer of the United States at any time within the continuance of this agreement, a good and sufficient deed of warranty conveying to the United States good title to said premises free of lien or incumbrance.

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 such deed 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 **One Hundred twenty-five and no/100 (\$125.00)**

.....dollars, by U. S. Treasury warrant or disbursing 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. It is agreed that the vendor may retain possession of said premises until **September 10, 1916** ..... notwithstanding earlier delivery of the deed as herein provided, and may harvest and retain the crops thereon until **September 10, 1916** .....; 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 as above specified, and shall terminate 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. 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 employee of the Government, shall be admitted to any share or part of this contract or agreement, or to any benefit to arise thereupon. Nothing, however, herein contained shall be construed to extend to any incorporated company, where such contract or agreement is made for the general benefit of such incorporation or company, as provided in Section 116 of the Act of Congress approved March 4, 1909 (35 Stat., 1109).

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

Witnesses :

J. H. Hamilton

Dolores S. de Lujan

of El Paso, Texas

E. E. Winter

Vendor.

of El Paso, Texas

Leg. Rossiter

of El Paso, Tex

E. H. Baldwin

For and on behalf of the United States.

Mrs. De Witt

of El Paso, Texas

STATE OF Texas

COUNTY OF El Paso

ss :

I, Grance L. Hannon

Notary Public

in and for said county, in the State aforesaid, do hereby certify that Dolores S. de Lujan (widow)

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.

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

~~deed and apart from my husband and explained to me the contents of the~~

~~foregoing instrument and upon their examination declared that they did~~

~~voluntarily sign, seal, and acknowledge the same without any coercion or compulsion, and do~~

~~not wish to retract the same~~

Given under my hand and official seal, this 31st day of August, 1916

(SEAL) [SEAL.]

Grance L. Hannon

Notary Public

My commission expires June 1, 1917

Approved Oct 4, 1916, 191

Chorris Bain  
Acting Director

REPORT ON LAND AGREEMENT

DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

INFORMATION relating to agreement made August 31, 1916, with  
Dolores S. de Lujan (widow)  
for the purchase of land required for right of way for Franklin Canal Desagua  
purposes, Rio Grande Project, El Paso  
County, Texas

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

1.06 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 San Elizario Grant, a Mexican grant  
made under the laws of Mexico. Was never a part of public domain

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

Dolores S. de Lujan, a widow, El Paso, Texas (507 Prospect  
avenue)

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

Owner is in possession. There is no lease.

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

Land is subject to right of way by virtue of stock subscription  
contract with the El Paso Valley Water Users' Association, but

reservation has been released by resolution of assn.  
Copy of which has been heretofore furnished

6. State how much of the land is under cultivation, and how much is not cultivated but is capable of being brought under cultivation, as well as the general character of such land and the character of crops produced upon the cultivated portion; also the condition and kind of improvements, if any.

Land 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.

From \$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 diagua 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 September 1, 1916.

Approved:

E. E. Baldwin  
Project Manager ~~XXXX~~

F. G. Hough  
~~XXXX XXXX~~  
Supt. of Construction



AFFIDAVIT

State of Texas        )  
County of El Paso    ) ss.

We, C. M. McKinney, who resides at  
1101 E. Rio Grande St El Paso Tex, and E. M. Montes,  
who resides at 3605 E. Durango St. El Paso, Tex, being first  
duly sworn on oath depose and say each for himself as follows:

That I am more than twenty-one years of age; that  
I was well acquainted with J. Mauro Lujan, now deceased, for  
the ten years prior to his death in 1916, and with his wife,  
Dolores S. de Lujan, who is still living; that to my knowl-  
edge said J. Mauro Lujan and Dolores S. de Lujan were in  
continuous, open, notorious and adverse possession for the  
said period of ten years prior to the death of said J. Mauro  
Lujan, of that certain land described in an agreement between  
the United States and the said Dolores S. de Lujan, dated  
August 31, 1916, claiming to be the owners thereof and pay-  
ing taxes thereon, and that no one claiming any interest  
adverse to the said J. Mauro Lujan and Dolores S. de Lujan,  
has been in possession of said land, or any part of it,  
during the period of time above mentioned.

That we, nor either of us, have any claim or interest in the proceeds to be derived from the sale of said land to the United States.

C. M. McKinney  
Examiner

Subscribed and sworn to before me this 22<sup>nd</sup>  
day of November, A. D. 1917.

W B Izell

Notary Public, in and for  
El Paso County, Texas.

My Commission expires June 1, 1919.

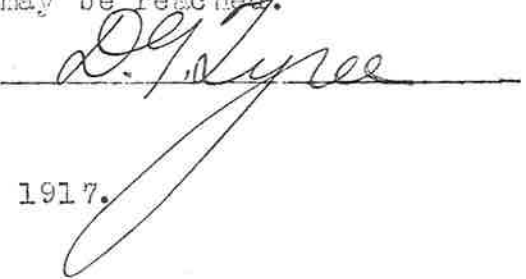
CERTIFICATE.

I HEREBY CERTIFY That the tract of land situated in the Southeast quarter( $SE\frac{1}{4}$ ) of Section thirty-two(32), Township thirty-three (33) South, Range eight(8) East, of the United States Reclamation Service Survey and more particularly described in agreement dated August 31, 1912, approved October 4, 1916, entered into between Dolores S. de Lujan and the United States for right of way - Franklin Canal Desagua - is a part of the original tract of land conveyed by deed dated February 8, 1868, and abstracted at page 36 of Abstract of Title herewith, from the Town of San Elizario to Jesus Lujan, deceased father of J. Mauro Lujan, deceased husband of government vendor, which deed describes a tract of land lying in what is known as the "Quadrilla", said "Quadrilla" extending to, and covering the Southeast quarter( $SE\frac{1}{4}$ ) of said Section thirty-two(32).

W. O. Stanton  
Assistant Engineer.

CERTIFICATE.

I, D. G. Tyree, Asst. District Counsel, United States Reclamation Service, hereby certify that that I have endeavored to discover the whereabouts of P. J. McLean, grantee under that certain deed from S. Lesinsky to P. J. McLean, dated October 22, 1887, recorded Book 24, page 109, of the Records of El Paso County, Texas; that I could find no one who knew of his whereabouts, nor discover any trace of him, except that Samuel Freudenthal, of the firm of the H. Lesinsky Company, El Paso, Texas, stated that McLean was once employed by his firm, that the last time he saw him was in New York City five years ago, that he does not know his present address or where he may be reached.



El Paso, Texas, September 4, 1917.



El Paso, Texas, July 12, 1917.

Mrs. Dolores S. de Lujan,  
507 Prospect avenue,  
El Paso, Texas.

Dear Madam:

Referring to the land which you agreed to sell to the United States for right of way, Franklin Canal Desagua.

You are advised that abstract covering this land was received from the Abstract Company on July 11th and it is now being examined by this office after which it will be transmitted to Los Angeles, California, for final examination. When it has been returned from Los Angeles, if approved, a deed will be sent to you for execution; or if not approved, you will be informed of the necessary steps to be taken by you to clear title.

I regret very much that the matter has been delayed so long, but as you will understand, nothing can be done in the way of a payment until abstract of title is received and approved.

Very truly yours,

Asst. District Counsel.

El Paso, Texas, November 1, 1916.

Pioneer Abstract Company,

721 First National Bank Building,

El Paso, Texas.

Gentlemen:

There are transmitted herewith agreements to sell with Dolores S. de Lujan and Jesus Cobos, Guardian, dated August 31 and 30, 1916, respectively, in connection with the proposed purchase by the United States of land for right of way for the Franklin Canal Desagua, with the request that abstract of title covering the land in question be prepared and forwarded to this office.

It is requested that the copies of agreements being transmitted herewith be returned to this office with the respective abstracts.

Very truly yours,

P. J. Dent

District Counsel

P.S: The abstract should include a plat showing the tract or tracts through which the canal right of way is located.

also Jan 29/17  
June 2/17

El Paso, Texas, November 1, 1916.

Pioneer Abstract Company,

721 First National Bank Building,

El Paso, Texas.

Gentlemen:

There are transmitted herewith agreements to sell with Dolores S. de Lujan and Jesus Cobos, Guardian, dated August 31 and 30, 1916, respectively, in connection with the proposed purchase by the United States of land for right of way for the Franklin Canal Desagua, with the request that abstract of title covering the land in question be prepared and forwarded to this office.

It is requested that the copies of agreements being transmitted herewith be returned to this office with the respective abstracts.

Very truly yours,

P. W. Dent

District Counsel

P.S: The abstract should include a plat showing the tract or tracts through which the canal right of way is located.

El Paso, Texas, October 9, 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 31, 1916, between the United States and Dolores S. de Lujan in connection with right of way for the Franklin Canal Desagua.

Very truly yours,

R. W. Dent

District Counsel

ENC



El Paso, Texas, October 9, 1916.

Mrs. Dolores S. de Lujan,  
507 Prospect Avenue,  
El Paso, Texas.

Dear Madam:

You are hereby advised that agreement with you dated August 31, 1916, in connection with the proposed transfer 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 of the United States 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

DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

El Paso, Texas, September 1, 1916, 191

Project Manager to the Director (through Supervising Engineer).

Subject: Forwarding contracts for approval.

The contract described below is forwarded herewith for approval:

Date August 31, 1916 Rio Grande project

Executed by E. H. Baldwin, Project Manager

With Dolores S. de Lujan

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

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

~~Copy to 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, \$ 125.00 Authority No. \_\_\_\_\_

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

E. H. Baldwin

Washington, D. C. \_\_\_\_\_ 191

Approved by

Date of approval

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

interest passed by will to his widow, the Government vendor, who has not conveyed. Martin Alarcon died and his interest of 1/8th or 9/72ds passed to his numerous heirs.  
of the title

5. Such is the condition/as shown by the abstract, the same being subject, however, to railway, ditch and road rights of way as shown by entries Nos. 40, 45, 46 and 47, and to whatever interest was conveyed to McLean by deed No. 42, also to taxes shown at entry No. 89.

*McLean not  
found from in years.  
last seen in  
N.Y. City.*

6. It appears that J.M. or J. Mauro Lujan before his death claimed the entire interest in the land in question, but the abstract contains no information as to how he obtained it.

A suit for partition was brought against Juan Lujan and J. Mauro Lujan by the other heirs September 21, 1887, by the other heirs in which the interests of the several parties were set forth, (~~Entry~~<sup>page</sup> No. 43). The defendants entered a demurrer and general denial. The suit was nol-prossed and judgment for costs went against plaintiffs. This was no adjudication of the rights of the parties, but showed an adverse claim by defendants against plaintiffs.

7. The suit now pending and to<sup>which</sup> Assistant District Counsel refers in her opinion, was brought by Juan Lujan and ~~L~~onarda C. Hernandez, (supposed to be the same as Loenarda Carreon) against J.M. Lujan, by petition filed December 26, 191~~8~~2, (Entry No. 58). The petition alleged that the parties to the suit were each the owner of an undivided one-third of the tract of land from which the land to be purchased is taken. The defendant denied the

ownership of plaintiffs, and alleged that he himself was the owner and had been for more than twenty years. A motion was filed by the clerk to require plaintiffs to give bond for costs, and no further proceedings appear to have been had.

8. It is difficult to suggest a method of clearing up the title that would be of value. It is probable that the heirs of the original patentee from the town had dealings with each other by which their various interests were transferred, either verbally or by unrecorded deeds. The interest of Martin Alarcon was probably thus taken over, as no mention is made of such interest in the probate of his estate. After the suit last mentioned has been dismissed or otherwise disposed of, a showing of title perfected by adverse possession in J. Mauro Lujan might be made. / The tract now claimed by the vendor should be identified with the one conveyed by the town to Jesus Lujan.

9. The papers are returned for further appropriate action looking to the perfection of the title in the vendor. When satisfactory title has vested in the vendor in your opinion, the papers should be returned for further opinion by me.

*Edwin H. Peery.*

Enclosures:

1. Opin. of Asst. Dist. Couns.,
2. Possessory certificate,
3. Form of deed,
4. Agreement of sale,
5. Blue print,
6. Abstract No. 14, 131, of the Pioneer Abstract Co.

DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

OFFICE OF  
DISTRICT COUNSEL

El Paso, Texas, July 18, 1917.

From Asst. District Counsel, A. B. Preuss,  
To District Counsel in Charge of Titles, Portland.  
Subject: Opinion on title to land to be purchased from  
Dolores S. de Lujan (a widow) for right of way for  
the Franklin Canal Desagua - Rio Grande Project.

1. Herewith is transmitted abstract of title together with related papers in connection with the proposed purchase of 1.06 acres of land from Dolores S. de Lujan for right of way for the Franklin Canal Desagua in accordance with agreement dated August 31, 1916, approved October 4, 1916, for a consideration of \$125.00.

2. The land in question is situated in the SE $\frac{1}{4}$  of Section 32, Township 33 South, Range 8 East, of U. S. R. S. Survey, and was conveyed from the Town of Elizario by deed dated February 8, 1868, to Jesus Lujan, father of J. M. Lujan, deceased husband of the Government Vendor (p 36). Affidavit of authority of Clemente Perez, J.P., to convey for the Town of Elizario appears on page 37 of abstract.

3. The Statement on page 38 shows that four children, Juan, J. Mauro (J.M.), Dolores and Teodora Lujan, survived Jesus Lujan and his wife. Jesus died intestate and his wife's will

was never probated.

4. Right of way deed to the T & P Rlwy.Co.(p 40) from Juan Lujan and J. Mauro Lujan presumes exclusive ownership on the part of these two heirs at date of deed June 11, 1881. Neither Dolores nor Teodora, nor their husbands or representatives joined in the deed; and it may be further inferred from Judgment entered in 1887 in partition suit(p 43) Jose Carreon et al(heirs of Dolores and Teodora Lujan) v Juan and J. Mauro Lujan, that plaintiffs take nothing, they, after answer filed, having declined to prosecute the suit further, and from the fact that Juan and J. M. Lujan were assessed as owners of the land in question from and after 1884, that Juan and J. M. Lujan were the apparent owners of this land up to and subsequent to 1887.

5. Tax Sale deed dated May 4, 1887(p 41) conveying interest of the estate of Jesus Lujan to S. Lesinsky refers to tracts of land evidently not covering the land to be purchased, as tracts of the identical number of acres, and similarly described, listed in suit for partition on page 43 are stated to be no part of the land abstracted.

6. Quit Claim Deed dated October 22, 1887( p 42) conveying tax title to R. J. McLean probably covers the

land in question(Tract #3). There is nothing of record to show whether the land thus conveyed by these two latter instruments was ever redeemed by the Lujan Estate, nor if Tract #3 conveyed by quit claim deed here recorded belonged to the Lujan Estate, how it came into the possession of S. Lesinsky.

7. Warranty Deed dated January 21, 1890( p 45) from J. M. Lujan to El Paso Irrigation Company; the quit claim deed dated February 17, 1891, J. M. Lujan to County Judge, El Paso County, describing land situated in the quadrilla( where the land to be purchased by the United States lies) as being owned by J. M. Lujan; and the quit claim deed dated March 12, 1910, from J. M. Lujan to El Paso County, give rise to the presumption that J. M. Lujan had become sole owner of the land in question, though there is nothing to show how such title had vested in him.

8. Suit in 55rd District Court, Travis County, Texas(p 48) - State of Texas v Michael Meehan et al(J. M. Lujan and Refugio Alarcon being included as defendants) has no bearing on the land in question.

9. In partition suit(p 58) Juan Lujan and Leonarda C. Hernandez are named as plaintiffs claiming each 1/3 interest in the land in question. Leonarda C. Hernandez undoubtedly is indetical with Leonarda Carreon, one of the



plaintiffs in partition suit abstracted on page 43, in which suit Juan Lujan was one of the defendants. The later suit is still pending.

10. The will of J. M. Lujan deceased husband of government vendor, was probated on January 3, 1917, and his widow appointed executor( p 60). The widow was sole beneficiary(p 62) and no objection was made to the will (p 60). No particular property was described in the will.

11. In the affidavit of C. N. Garcia(p 69) as to <sup>were</sup> ~~there~~/at date of affidavit a number of Alarcon's heirs surviving who were not prejudiced by the judgment in suit for partition(p 43) in which Martin Alarcon was one of the plaintiffs, and whose rights should be determined by the suit now pending mentioned in paragraph 9 hereof.

12. It does not appear from the application of Teodora Ellis(p 67) for appointment as administratrix of estate of Martin Alarcon, her brother, who was the husband of Dolores Lujan, one of the original heirs to land abstracted, that Alarcon claimed any interest therein.

13. Interlineations on page 73 of inventory and appraisement in application for letters of administration in the estate of Teodora Ellis, deceased sister of Martin Alarcon, indicate that no interest in the land in question was asserted.

14. The Assignment and quit claim deed to Charles R. Loomis dated September 5, 1908(p 75), refers to the estate of Teodora Ellis and C. E. Ellis, deceased husband and wife. Teodora Ellis, it will be remembered, was one of the heirs, claiming thru Martin Alarcon, to 9/72 of the Estate of Jesus Lujan.

15. Power of attorney dated September 8, 1908, from Ricardo Aguirre to Eloiza Aguirre(p 77) refers to the estate of C. E. Ellis, deceased husband of Teodora Ellis, this power evidently having been merged in the assignment to Charles R. Loomis(p 78).

16. Tax Certificate(p 89) shows taxes on tract of land abstracted paid until 1901, and thereafter unpaid for the years 1901, 6, 7, 9, 11, and 12 to 16 inclusive.

17. Title to land covering proposed purchase is in abeyance until suit now pending(p 58) is determined, and should plaintiffs fail to establish their title to the interest therein claimed, clear title will vest in Government Vendor upon payment of taxes for years enumerated and the filing <sup>of</sup> quit claim deed from P. J. McLean who purchased tax title(presumably to land in question) from S. Tesinsky.

18. If plaintiffs prevail, it is still possible that Dolores S. de Lujan (Government Vendor) may be able to convey land in question to the United States.

-----  
*A.B. Preuss*

Inclosures:

Abstract of Title.  
Original Agreement.  
Copy of form of proposed deed.  
Possessory Certificate.  
Blue Print.

El Paso, Texas, Nov.13, 1917.

Mrs. Dolores S. de Lujan,

El Paso, Texas.

My dear Mrs. Lujan:

Upon examination of the affidavit you returned to this office yesterday, I find that it is not sufficient in that it does not show the number of years of adverse possession by your husband of the land in question, and as this affidavit is the only actual showing of title to the land, I am inclosing another blank affidavit which you should execute and return at the earliest date possible.

Upon its receipt, it will be sent to the Special Examiner for his approval, together with some necessary certificates which I will prepare and have executed; and I have reason to believe that after this has been done, and you have settled for the taxes for the years mentioned in your letter from this office dated September 4th and which I returned to you yesterday, it will be a matter of only a week or so until a deed may be sent to you for your signature after the return of which payment will be made to you from Denver.

If you really desire to have your money soon, please do not wait another two months before having this new affidavit executed, but attend to it at once, and I will push the matter as much as I can to complete the transaction.

Very truly yours,

Asst. District Counsel.

DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

605 Federal Building,  
Los Angeles, California,  
December 31, 1917.

OFFICE OF  
DISTRICT COUNSEL

From District Counsel in charge of titles,

To Assistant District Counsel A.B. Preuss.

Subject: Proposed purchase of land from Dolores S. de Lujan, for the Franklin Canal Desagua, Rio Grande Project, N.M., -Tex.

1. Your letter of November 24th returning the papers in the above matter ~~ix~~ has been given such study as I could with a view if possible of suggesting some method of clearing up this much tangled title.
2. In my opinion of August 18th I stated the condition of the title as shown by the abstract, which may be epitomized as follows:
  - (a) Heirs of Juan Lujan, deceased, - - - 7/24
  - (b) Dolores S. de Lujan, vendor, - - - 7/24
  - (c) Heirs of Martin Alercon, deceased, - 3/24
  - (d) C.F. Carreon and Leonardo Carreon, children and heirs of Teodora de Carreon, deceased, - - - 7/24,  
(Subject to life estate in 1/3 in Jose Carreon, the father.)
3. Jesus Lujan and wife died leaving the property to vest in equal undivided shares in four children, namely, Juan, J. Mauro, Dolores, and Teodora. On September 21, 1887, suit was brought by Jose Carreon, C.F. Carreon, Leonarda Carreon and Martin Alarcon against Juan Lujan and J. Mauro Lujan for a partition of the property, alleging the interests as above set forth, except as changed by the subsequent deaths of J. Mauro Lujan and Martin Alarcon. This suit was dismissed without result.

4. On December 26, 1912, the suit now pending was filed by Juan Lujan and Leonarda C. Hernandez against J.M. Lujan, alleging that each of the parties was entitled to an undivided 1/3, and praying partition. Leonarda C. Hernandez is supposed to be the same as Leonarda Carreon. It would seem from this that Leonarda has obtained the full interest of her mother, or in other words has procured the interest of her brother or sister C.F. Carreon, and their father's life estate. The interest of Martin Alarcon is disregarded.

5. The showing of adverse possession might be accepted as cutting off the interest of Martin Alarcon, not ~~experty to the~~ involved in the suit, and of P.J. McLean, holding a tax title; but the pendency of the suit is notice of claims that might ~~not~~ not be so cut off. In family dealings it is easy to show circumstances which would toll the statute of limitations, and the United States should not take upon itself the burden of defending a suit, unless it could be clearly shown that the claim is not made in good faith.

6. If the suit could be dismissed, the showing of adverse possession could be accepted. Under the circumstances I suggest for consideration the filing of a bill of intervention and interpleader by the United States, alleging the taking of the property, and offering to pay the amount to whomsoever may be adjudged to be the owners.

7. The papers are herewith returned for further action.

Encls: Abst., <sup>✓</sup>Opin D.C., Affdt., 3 certfs.,  
Agrmnt., form of deed, blue print. 0  
Opin. D.C. <sub>100-100-100</sub> 100 100  
ni

*Edwin H. Peery*

DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

OFFICE OF  
DISTRICT COUNSEL

El Paso, Texas, Nov.24, 1917.

From Asst.District Counsel, A. B. Preuss,  
To District Counsel in Charge of Titles, Los Angeles.  
Subject: Further report on title to land to be purchased from Dolores S. de Lujan(a widow) for right of way for the Franklin Canal Desagua - Rio Grande Project.

1. Pursuant to instructions in paragraph 9 of your opinion on title to land above referred to, papers are herewith returned together with additional papers as follows:

Affidavit of C. M. McKinney and E. M. Montes showing adverse possession for statutory period, of land in question by Vendor and her deceased husband;

Certificate of Mr. Tyree as to the impossibility of locating P. J. McLean, grantee of S. Lesinsky, who bought the land in question at tax sale;

Certificate of H. A. Stanton, Asst.Engineer, U. S. Reclamation Service, as to identity of the land covering proposed purchase with the original tract granted to Jesus Lujan, deceased father of deceased husband of government vendor.

2. It appears that the suit, Juan Lujan et al vs. J. M. Lujan, abstracted at page 58 of the abstract of title, came to a standstill because of the death of Juan Lujan and that later, his heirs and the other plaintiff, Leonarda C. Hernandez nee Carreon, attempted to come to some agreement with Mrs. Dolores de Lujan, government vendor, pursuant to which the suit might be dismissed; but while Mrs. Lujan widow of J. Mauro Lujan, will agree to settle with Mrs. Hernandez, she refuses to recognize the heirs of Juan Lujan as having any interest in the land.

3. I have succeeded in learning the names of the nine heirs of Juan Lujan and am endeavoring to effect a proper agreement between them and Mrs. Lujan whereby quit claim deeds may be procured covering the 1.06 acres which we have already used for the desagua. I shall also attempt to get a quit claim deed from Mrs. Hernandez.



2

4. The Alarcon heirs numbering twenty are only collateral heirs and apparently they have never made any claim to the Lujan land, neither does the abstract show any interest in them.

5. The taxes on the Lujan Estate are delinquent for ten years past beginning with 1901 (some of the years since having been paid), amounting to about \$700 and Mrs. Lujan has informed me that she is unable to pay said taxes now. I have suggested that she apply to the Tax Assessor or Collector for a proportionate assessment for the 1.06 acre, or a certificate releasing the taxes thereon if that be possible, and in the event that the taxes must be paid and may be proportioned, and she is unable to pay for same, with her written authority, the United States Reclamation Service will pay and deduct from the purchase price.

6. In the event that the quit claim deeds mentioned cannot be obtained and that the pending suit is not dismissed or determined, would it be feasible to accept a warranty deed from Mrs. Lujan in view of the fact that J. Mauro Lujan, her deceased husband, was exercising acts of ownership over the land for twenty years prior to the filing of the suit herein referred to, and that the land has been assessed in his name and that of his wife, government vendor, since 1901; and, also, that J. Mauro Lujan and his wife, Dolores S. de Lujan have been in adverse, open and notorious possession of the land for ten years prior to the death of J. Mauro Lujan as evidenced by affidavit herewith.

7. The tax deed referred to in Mr. Tyree's certificate is void under the acts of 1895 and 1897, making it obligatory for all tax sales to be consummated only after judicial proceedings which repeals the old law not requiring such proceedings, and which stipulates that all delinquent taxes from 1885 and subsequent thereto are subject to this law of 1895 and its amendment. The tax sale to Elsinsky occurred in 1887.

8. The Desagua was completed in 1916, and as there is no probability of any attack on the title of the United States in the future, and no conveyance of our right is contemplated, it is my opinion that when the taxes are satisfactorily settled, a deed might be accepted from Mrs. Lujan.

9. Another suggestion offers itself if all of the other efforts prove of no avail: A deed might be procured signed by Mrs. Dolores S. de Lujan, the nine heirs of Juan Lujan, and Mrs. Hernandez, and the purchase price paid in three checks. However, this could only be accomplished after the warring heirs have been cajoled into compromising their interests.

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*A. B. Preuss*

Incs.  
Abstract of Title.  
Opinion of Asst. Dist. Counsel.  
Affidavit of possession.  
Cert. of Asst. Engineer.  
Cert. of Mr. Tyree.  
Orig. Agreement  
Form of deed  
Blue print.

El Paso, Texas,  
September 4, 1917.

Mrs. Dolores S. de Lujan,  
507 Prospect Avenue,  
El Paso, Texas.

Dear Madam:

This office has examined abstract of title in connection with the proposed purchase from you by the United States of a tract of land containing 1.06 acres under agreement dated August 31, 1916.

Before we can pay you your money under the above agreement, it will be necessary for you to clear up your title. I have prepared and enclose herewith an affidavit to the effect that you have acquired title to the land by adverse possession. This affidavit should be signed by at least two persons, not relatives, who know that the statements contained therein are true. These persons must be over 21 years of age and must have known you and your husband for 10 years.

The taxes on the land for the years 1901, 1906, 1907, 1909, 1911, 1912, 1913, 1914, 1915 and 1916, have not been paid. Before payment can be made to you of the purchase price these tax liens must be removed.

When the affidavit herewith has been executed before a Notary Public, please return it to this office and the United States will take steps to complete the purchase.

Yours very truly,  
(sd) D. G. Tyree  
Asst. District Counsel.

DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

605 Federal Building, Los Angeles, California.

OFFICE OF  
DISTRICT COUNSEL

August 18, 1917.

From Edwin H. Peery, District Counsel in charge of titles,  
To P. W. Dent, District Counsel, El Paso, Texas.

Subject: Purchase of land from Dolores S. de Lujan,  
for the Franklin Canal Desagua, Rio Grande  
Project.

1. I have examined the opinion of Assistant District Counsel A. B. Pruess, together with abstract and related papers pertaining to the title to a triangular piece of land containing 1.06 acres situated in the NE $\frac{1}{4}$  SE $\frac{1}{4}$  of section 32, T. 33 S., R. 8 ~~E.~~ E., N. M. P. M., according to the surveys extended over said locality, which it is proposed to purchase for the purpose above indicated in pursuance of the written agreement of Dolores S. de Lujan, a widow, to convey the same to the United States for a consideration of \$125.00. The land is also situated in what is known as the San Elizario Grant, in El Paso County, Texas.

3. The opinion finds that the title to the premises proposed to be conveyed is in abeyance until a certain suit ~~now~~ now pending in which Juan Lujan and Leonarda C. Hernandez are plaintiffs and J. M. Lujan is defendant (Entry No. 58) is determined, and that should the plaintiffs fail to establish their claim, clear title will vest in the Government vendor, after payment of certain taxes and obtaining a deed from P. J. McLean, who purchased from one S. Lesinsky. The further opinion is expressed that if the plaintiffs in said suit

should prevail, it is still possible that the Government vendor might convey the land in question to the United States.

3. From the papers it is clear that the title is not in condition for acceptance or submission for final opinion. The land to be conveyed is supposed to be a part of a <sup>24</sup><sub>time</sub> acre tract that belonged to one Jesus Lujan in his life, and which tract is supposed to be identical with or a part of a parcel of land conveyed to him by deed from the town of San Elizario, acting by Clement Perez, J.P., dated February 8, 1868, (Entry No. 36).

and wife

4. Jesus Lujan ~~and wife~~ both died leaving four children as their sole heirs at law to inherit the property, to wit; Juan, J. Mauro, Dolores and Teodora. Each was entitled to an undivided one-fourth interest. Dolores married Martin Alarcon and died without issue leaving her interest to be divided one-half to her husband (1/8th of the whole) and the remaining half equally among her two brothers and one sister, bringing the interest of each of the latter up to 21/72nds of the whole estate. Teodora married Jose Carreon and died leaving surviving as sole heirs at law her said husband and two children C.F. Carreon and Leonarda Carreon. The husband took 7/72 of the estate for life, remainder to the two children, and the children each a 7/72 interest in addition to said remainder. Leonarda Carreon is supposed to be the Leonarda C. Hernandez who figures as plaintiff in the suit referred <sup>to</sup> ~~to~~ above. J. Mauro Lujan died and his

Chief Counsel

January 15, 1918.

District Counsel in charge of titles, Los Angeles, Cal.

Proposed purchase of land from Dolores S. de Lujan,  
for the Franklin Canal Desagua, Rio Grande Project,  
N. M. - Texas.

1. Upon reading carbon of your opinion of December 31, 1917 upon the above subject, ~~the~~ Assistant District Counsel, it is observed that you suggest that there is some defect in the title which is being contested in the court and that you are of the opinion that the United States should file a petition, offering to pay the purchase price of the land desired to the successful party. From the facts before us, this seems the better course. It will be well to offer to pay the money into court and in the petition ask the court to decree title to the United States for so much of the land as the United States desires.

2. The Assistant District Counsel is, therefore, instructed to make at once a full report, stating where the action is pending, briefly but fully the facts, and that the title is regarded as defective under existing conditions; and, that, as we understand, the United States now has the land.

3. It is probable that we shall recommend that the Department of Justice proceed as you suggest.

Copy to P. M., El Paso, Texas.

Asst. D.C. A. B. Preuss, El Paso, Texas. ✓

CFH:T

El Paso, Texas,  
Nov. 18, 1918.

Mrs. Dolores S. de Lujan,  
507 Prospect Avenue,  
El Paso, Texas.

Dear Madam:

Upon looking over the papers arising upon your agreement to sell land to the Government, dated August 31st, 1916, for a Franklin Canal lateral, I find as follows:

This land became the subject of a law suit for partition filed (Suit No. 9817, 41st District Court, El Paso County, Texas) by Juan Lujan et al. December 26, 1912. The abstract of title shows that this suit was conducted by Attorneys Stanton and Weeks. As the property was and so far as the records of the abstract shows, still is in litigation, it is impossible for the Reclamation Service to make final settlement with you. However, it is possible if this situation has been dismissed or otherwise closed, to accept certain showing made by affidavit as to adverse possession in lieu of the settlement through the Courts.

This office was about to write to Stanton and Weeks in regard to the matter, but we understand that these gentlemen are no longer in partnership and also as the suit was filed some six years ago by parties other than yourself, it is probable that some other attorney represents you. We therefore, ask that you inform us or have your attorney inform us as to the outcome of the suit above referred to. Upon full showing as to this matter and also on receipt of any further representations that you or your attorney wish to make, we shall be glad to advise you further as to what steps should be taken to close the transaction and secure to you or to other proper parties the payment that is due.

Yours very truly,

Assistant District Counsel.



UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION  
WASHINGTON

OFFICE OF THE COMMISSIONER

April -7, 1927.

From Acting Commissioner  
To District Counsel, El Paso, Tex.  
Subject: Land purchase contract. Franklin Canal  
Desagua with Dolores S. de Lujan. (George  
Le Breton, present owner.)

1. I have your letter of April 2 regarding land purchase contract above mentioned. You are authorized to accept certificate of guarantee from the Stewart Abstract & Title Company to be supplied at the land-owner's expense and pass the matter for payment in the usual way.

*W. H. H. H.*



El Paso, Texas, April 2, 1927

From District Counsel,

To Commissioner, Washington, D. C.

Subject: Land Purchase Contract-Franklin Canal Desagua with Dolores S. de Lujan. (George Le Breton present owner.)

1. Since above named contract was executed under date of August 31, 1916, for the purchase of 1.06 acres for a consideration of \$125.00, one George Le Breton has succeeded to the title to the property. The contractor, Mrs. Lujan, has executed a waiver of all claim to the purchase price under our contract. The strip of land in question is a portion of a larger tract guarantee of title upon which has been issued recently by the Stewart Abstract & Title Company of this city. Certain technical objections exist in the chain of title and the Pioneer Abstract & Guarantee Title Company for that reason has declined to issue a certificate of guarantee. Under the contract we are obligated to procure the abstract at the government's expense, but the present owner now offer to supply the government at his expense a certificate of guarantee from the Stewart Abstract & Title Company of El Paso, which company has been investigating the title for some time and has as mentioned above executed certificate for the guarantee to other parties of the same tract.

2. The government has been on this right of way, using the same, since about October 1916. It would be very desirable, in light of the facts, to get this purchase disposed of, if this might be done, and at the same time the government fully protected. This is to inquire whether I might be authorized to accept the certificate of guarantee from the Stewart Abstract & Title Company, at the land owner's expense and pass the matter for payment.

H. J. S. Devries,

El Paso, Texas, March 8, 1927

Mr. George F. LeBreton,  
3808 Montana Street,  
El Paso, Texas

Dear Mr. Le Breton:

I regret very much to advise you that the Pioneer Abstract & Guarantee Title Company will not issue a certificate of guarantee to cover 1.06 acres of land covered in your contract with the United States, for the reason that it is not an insurable title. I trust you can appreciate in light of this fact that it will be impossible for us to get the title passed for payment until the record is straightened out to show clear title without cloud or defect. I am enclosing a copy of my letter of even date to Mr. Otto C. Ern.

Very truly yours,

Ern.

copy of letter to  
Mr. Ern.

H. J. S. Devries,

District Counsel,

El Paso, Texas, March 8, 1927

Mr. Otto C. Ern,  
1000 Arizona Street,  
El Paso, Texas.

Dear Sir:

I have the letter dated February 25, 1927, written to you by the Pioneer Abstract & Guarantee Title Company, in which they report that the 1.06 acre tract of land which Mr. George Le Breton has contracted to sell to the United States does not show an insurable title and that they will accordingly be unable to write a policy covering it.

I am returning the letter to you together with your receipt for the abstract No. 14130 and concluding with No. 35142.

I regret exceedingly, that it will be impossible for us to consummate this transaction with Mr. Le Breton until the record is perfected in a way to show merchantable title.

Very truly yours,

Encls.  
letter from Pioneer etc.,  
receipt

H. J. S. Devries,  
District Counsel

El Paso, Texas, August 23, 1926

Pioneer Abstract & Guarantee Title Co.,  
First National Bank Bldg.,  
El Paso, Texas

Dear Sirs:

Find enclosed abstract of title No. 14130, dated July 5th, 1917, covering 1.06 acres of land in El Paso County, prepared by the Pioneer Abstract Company.

Please bring this abstract down to date, and forward to this office with bill, and greatly oblige.

Enc.

Very truly yours,

Ottomar Hamale,  
District Counsel,

El Paso, Texas, August 23, 1926

Mr. George F. Le Breton,  
3808 Montana Street,  
El Paso, Texas

Dear Mr. Le Breton:

Reference is made to your recent visit to this office, concerning title to 1.06 acres of land formerly owned by the heirs of Juan Lujan, deceased.

I find in our files an abstract of title brought down to 1917, made by the Pioneer Abstract Company. I am sending this abstract to the company to have it brought down to date. Then, I can ascertain the present status of the title.

As soon as the abstract is returned, I will take the matter up with you again.

Very truly yours,

Ottomar Hamels,  
District Counsel,

El Paso, Texas, October 15, 1926

Mr. George Le Breton,  
3908 Montana Street,  
El Paso, Texas

Dear Mr. Le Breton:

Reference is made to land contract with Dolores S. Lujan under which the Government contracted to purchase 1.06 acres of land for \$125.00.

As this land is now in your name, it will be necessary for you and your wife, if married, to execute a deed to the Government before payment can be made. This deed is ready for execution at any time convenient to you. I am leaving today for Washington, D. C., but my secretary will give you the papers upon request and they may be acknowledged at the office before Mr. Geo. W. Hoadley.

It will be necessary for my successor to finally pass payment in this case.

Very truly yours,

Ottamar Hamale,  
District Counsel.

(Dictated by Mr. Hamale,  
but signed in his absence.)



El Paso, Texas, March 30, 1927

I, Dolores S. de Lujan, a widow, the undersigned, have heretofore executed a contract under date of August 31, 1916, recorded in Book 298 at page 342 of the Records of El Paso County, Texas, wherein I agreed to convey to the United States of America 1.06 acres of land, more or less, situated in El Paso County, Texas, in the southeast quarter (SE $\frac{1}{4}$ ) of section (32) thirty-two, Township thirty-three (33) south, Range eight (8) East of the United States Reclamation Service Survey and more particularly described in said contract, and

That I have heretofore conveyed said described land to George F. Le Breton and I hereby waive all claim of any nature whatsoever to any of the sale price named in said contract and disclaim all interest in and to the consideration to be paid by the United States for said described land, under said contract.

Witness to signature:

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El Paso, Texas, May 4, 1927

From District Counsel,

To Superintendent, El Paso, Texas

Subject: Title to 1.06 acres in the SW $\frac{1}{4}$ , Sec. 32 T. 33 S.,  
R. 8 E., U.S.R.S. purchased from George F.  
LeBreton, successor in interest to Dolores S.  
de Lujan--Contract dated August 31, 1916, Franklin  
Desague,--Rio Grande Project.

1. I find satisfactory record title to the above described land to be in the United States free and clear of liens and incumbrances, as shown by certificate of guarantee of title dated April 27, 1927, furnished by the Stewart Title Company, in accordance with letter from the Acting Commissioner under date of April 7, 1927. The original contract was made with one Dolores S. de Lujan. The contract by its terms expressly bound the successor in interest of the said contract. The deed to the United States was executed by George F. LeBreton, who is the contractor's successor in title. A signed and witnessed waiver has been procured from the contractor Dolores S. de Lujan, waiving all claim to the purchase price, which waiver accompanies the deed, tax certificate, contract and title certificate transmitted herewith. There is also transmitted an incomplete abstract of title, expenditure not being made to have the same brought down to date for the reason that the certificate of guarantee of title was accepted in lieu thereof.

2. I accordingly recommend that the matter now be put in line for payment of the consideration of \$125.00 named in the contract to be made to the grantor George F. LeBreton.

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H. J. S. Davies,

El Paso, Texas.  
April 29, 1927.

*Closed  
Land purchase  
file*

Hon. W. D. Greet,  
Clerk of El Paso County,  
El Paso, Texas.

Dear Sir:-

Enclosed herewith is deed dated October 22, 1926  
from George F. Le Braton to the United States of America,  
which kindly record at your early convenience and payment  
of recording fees will be promptly made upon receipt of  
your bill for same.

Thanking you for your attention to this matter,

Very truly yours, -

Herbert J. S. Devries  
District Counsel.

El Paso, Texas, April 11, 1927

Mr. George Le Breton,  
3608 Montana Street,  
El Paso, Texas,

Dear Mr. Le Breton:

In accordance with my conversation with you I have procured authority from the Washington Office to accept a certificate of guarantee of title from the Stewart Abstract Company certifying a clear title in the United States to 2.06 acres of land, formerly owned by Mrs. Lujan, and covered by contract of 1916, the certificate of guarantee to be provided at your expense, together with a tax certificate showing all taxes paid and the waiver signed by Mrs. Lujan as to the purchase price.

Will you kindly, therefore, call at the office, procure the deed which you have already executed, take the same to the Stewart Abstract & Title Company and call on them for preparation of certificate. The deed may be recorded at the government's expense, but I suggest that you take it over to the abstract company first so that they may see when they are prepared to execute the certificate and have the deed placed of record.

Very truly yours,

H. J. S. Devries,

District Counsel,

Fees \$

*produce*

*used*

El Paso, Texas, *4/29* 1927

RECEIVED for record the following instrument:

No.

*3788*

*Adish*

*January*

RETURN THIS RECEIPT

W. D. GREET, County Clerk

By

Deputy

CRICHT PRINTING CO.