

In view of the resolution of the Elephant Butte Irrigation District relative to its declining to approve any water contracts for 1920 until the 1919 charges are paid, the project office assumes that this will apply to the La Union Irrigation Company's contract as well as individual irrigators on the project.

If you intend to discuss the matter at a meeting of the directors of the irrigation district, as indicated by your recent letter, I shall be very glad to be present if you desire.

Very truly yours,

L. E. LARSON

Project Manager.

JUDGE A. S. J. EYLAR,
President.
H. H. BROOKS,
Secretary.
P. W. BARKER,
Treasurer.
J. F. WILKINSON,
Bookkeeper.
H. H. BROOK,
County Agent.

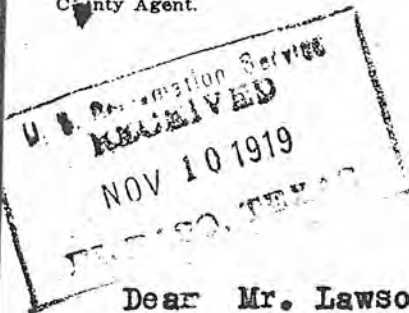
Elephant Butte Irrigation District of New Mexico

Telephone No. 1.

Capital Stock \$4,400,000
FULLY SUBSCRIBED

DIRECTORS

Dist. No. 1.—FELIPE LOPEZ, SALEM.
Dist. No. 2.—B. B. ROMIG, Hatch.
Dist. No. 3.—J. W. HOLLINGSWORTH, Dona Ana
Dist. No. 4.—F. E. MONAGHAN, Mesilla Park.
Dist. No. 5.—P. W. BARKER, Mesilla Park.
Dist. No. 6.—S. G. KILGORE, Las Cruces.
Dist. No. 7.—D. E. RODRIGUEZ, San Miguel.
Dist. No. 8.—A. S. J. EYLAR, La Mesa.
Dist. No. 9.—PEARL BAILEY, Canutillo, Texas.



Las Cruces, New Mexico.

Nov. 7, 1919

Dear Mr. Lawson:

Enclosed is copy of letter to Mr. Belk.

AS I was leaving your office Thursday, I met Mr. Burkhalter and discussed briefly dredge No. 5. He was of the opinion that about a mile of work would relieve the farmers who believe they have been injured from the San Miguel water through the temporary out-let. Later I saw Mr. Donaldson and he agreed with him about the matter.

Truly,

Alfred J. Eglar

OV 10-1919

Nov. 7, 1919.

Dear Mr. Belk:

I have read Mr. Lawson's letter to you, of date Nov. 5. Referring to the propositions you submitted to him in reply, that you mentioned while I was on the La Mesa truck Thursday, will say that I realized the truck would leave any moment and therefore did not attempt to discuss the situation in detail. As I understood your propositions, it embraced two questions you would like to have answered:

1. Does the Irrigation District object to La Union receiving a credit of \$8.50 an acre for water rights in the ditch while on other ditches a credit of \$5 an acre has been given?
2. Would the Irrigation District approve a contract that would permit La Union stockholders to clean the ditch this winter and have value of the work credited on present indebtedness?

No formal action has ever been taken to reconsider the resolution granting La Union a credit of \$8.50 an acre on its water rights, if it would turn over to the government. The nearest to that was a resolution that passed at the last meeting of the board, granting a credit of \$8.50 an acre to water rights on the ditches that have turned over to the government. I am not certain whether or not it was intended that this resolution should be taken serious. These ditches have been turned over for more than a year and it is a transaction that has been closed. Now if I wanted to make any water user a present out of my own pocket of \$3.50 an acre for having been a good fellow to turn over his ditch to the government, that would be ~~legal~~ legal, that would be my business. But to take \$3.50 an acre of some other fellow's money without his consent and present to some water for past good behavior, does not appear to me a proposition that should be considered seriously by any one. I mention this because if the directors have enough feeling over this matter to want to set it aside, the only way, in my opinion, would be by direct action, based upon a reconsideration of the previous resolution.

As to objection crediting any work you may do on the ditch on this year's indebtedness, I presume that would depend upon whether or not this would make a deficit that the other ditches would have to meet. I could not answer this question without knowing the effect of such an agreement.

The way to determine these issues, is to have a special meeting called for this one purpose. I can do this and consider it advisable, if convenient, to state in advance the exact propositions that you desire to have considered, so that we can dispose of the questions definitely at the special meeting.

BOARD OF DIRECTORS

W. H. ALDRIDGE
 P. H. BAILEY
 F. G. BELK
 G. H. BOUNDS
 H. CASAD

La Union Irrigation Co., Inc.

CAPITAL STOCK \$104,000

WATER RIGHTS ISSUED 12,700 ACRES
 NOW UNDER IRRIGATION 11,600 ACRES
 MILES OF MAIN CANALS 20

W. H. ALDRIDGE,
PRESIDENTF. G. BELK,
SEC. AND TREAS.

VALLEY PHONE 15 R2

VINTON, TEXAS

Nov 6 - 1919

Mr L M Lawson, Project Mgrs.
 El Paso, Tex

Dear Sir:

We have your favor of Nov 5 and from it we understood that the details for the transfer of our canal as outlined in your letter will first require the approval of E. B. Irrigation District - As soon as we can reach Judge Eylar we shall discuss with him the question of calling a meeting to pass upon the proposition. In the meantime will you please advise us upon the following:

1st - Will you accept the canal upon the terms as outlined in your letter except that we shall receive the credit of \$8.50 per acre as voted at a meeting of the directors of the E. B. W. U. Assn (or Dist) on Jan 6 - 1919 -

2nd - That the expenditures by us for cleaning should be deducted from the amount now due by us for water used in 1919 instead of from the charge which will be due by us on the 1st of July 1920 - assuming that the foregoing has the approval of the Elephant Butte Irrigation District -

yours truly

La Union Irrigation Co.

F. G. Belk

Secretary-Treasurer.

C-21-5

MAIL, URK

El Paso, Texas, November 5, 1919.

La Union Irrigation Company,
Mr. F. G. Belk, Secretary,
Vinton, Texas.

Gentlemen:

This is to acknowledge receipt of a communication dated November 24 from the La Union Irrigation Company, by F. G. Belk, Secretary, on the subject of the desire of this company to obtain water service directly from the river rather than from the means now provided. The statement is made that this seems to be a desirable procedure in view of the fact that the Reclamation Service is unable to take over the canal system on the same basis as the other canals in the valley; also for the reason that the charge for water furnished to them is so great as to threaten confiscation.

The question of determining the policy of the delivery of water in the river for use for the La Union Irrigation system, rather than its diversion at the Mesilla Dam and carriage through the West Side Canal, is one which can not be decided by the Reclamation Service. As you are aware, the Service is under contract with the Irrigation District to perform certain construction work. Previous to the construction of the Mesilla Dam and West Side Canal there was considerable agitation for this construction work and the expense was incurred with the understanding that the La Union Irrigation Co. desired water from that source.

It is impossible for this office, therefore, to act on the matter of giving permission for the use of stored water directly from the river, since the charges for the construction work performed will be a charge against the district, and the district in turn will collect this from lands served. If the district and association agree to such a procedure the project office will impose no objection.

Concerning your statement relative to the transfer of the La Union ditch on the same basis as the other canals in the valley, your attention is called to the fact that the basis of transfer can not be the same on account of the insistence of the La Union Irrigation Company for a credit of \$8.50 per acre, when the community canals of the district were taken over on a credit of \$5.00 per acre. The matter of credits for canal property is one which is entirely distinct from Reclamation Service operations.

If the majority of the stockholders of the La Union Irrigation Company believe it desirable to transfer their property to the Reclamation Service, the matter can be arranged with the approval of the Elephant Butte Irrigation District on the following basis, which is believed to be reasonable and just.

At recent meetings of both irrigation districts in New Mexico and Texas a resolution was adopted which called for the payment of past irrigation water charges before the approval and execution of contracts for 1920 water service. Acting on this resolution, the payment of 1919 water charges are necessary before delivery of water in 1920.

The necessary cleaning of the La Union Canal could be accomplished by the stockholders, and the 1920 water contract with this company contain a provision for water charges which takes into account the cost of necessary cleaning. In other words, under the established project charges for water at 75¢ an acre feet, with a minimum charge for two acre feet, or \$1.50 due on July 1, the water charges could be made on such a basis as would make due on July 1, 1920, an amount which had been reduced by the cost of cleaning.

If it was found necessary to expend \$12,000, or \$10,000 an acre for cleaning purposes, the \$1.50 charge due on July 1, 1920, would be reduced to 50¢.

The terms of the 1920 water contract for the La Union Irrigation Company are a matter for the approval of the directors of the Elephant Butte Irrigation district, and this office is only assuming that the cost of cleaning the La Union ditch could be handled in this manner. It is possible that the directors would first desire a change in the credit basis from \$8.50 per acre to \$5.00 per acre, which change might be acceptable to the stock holders of the La Union Irrigation Co.

A copy of this letter is being sent to the Secretary and President of the Elephant Butte Irrigation district.

Very truly yours,

U. S. RECLAMATION SERVICE

By L. M. Lawson

Project Manager

CC-Judge Eylar
Gov. Evans.

for this purpose is attached. The object of this is to acquire sufficient land in order that in the cleaning or reasonable reconstruction of canals the Reclamation Service is not obliged to acquire additional land from individual property owners. As stated before, this requirement was observed in connection with other community ditches turned over for operation and maintenance during the past year.

In the matter of credits for ditch cleaning performed during the present winter season, this office is ready to recommend, as stated to you and has been the subject of correspondence, that a credit for the amount of actual and beneficial cleaning should apply on water bills of 1920. In order that we may transmit this recommendation to our other office it will be necessary that the project office be furnished with a certified statement of the expenditure in this work, and this statement should include memorandum from the Board of Directors of the La Union Irrigation Company that in their judgement the work done was satisfactory in character and quantity to place the canal in condition to deliver sufficient water to the acreage covered by water stock with the La Union Irrigation Company.

The writer sees no opportunity for the Reclamation Service, at this late date, to attempt the construction of necessary structures or other work to place this ditch in suitable condition. I am informed that no structure work has been performed this winter by the La Union Irrigation Company, in spite of the fact that the necessity for this work has been long apparent. It is most likely impossible for the canal to be operated satisfactorily without some replacements or possibly some new additional structures. The construction of these will most undoubtedly delay water service. The Reclamation Service is not willing to accept the responsibility for this delay, and suggests that the La Union Irrigation Company perform this work with such arrangement with the water users as may mutually satisfy. The construction crews of the Service are now engaged on work which cannot be postponed, on other ditches of the valley previously transferred, and there is no opportunity to obtain additional men at this time.

As explained to your Secretary, the transfer of the property is only accomplished by the acceptance of our Washington officials, and in this connection our letter of February 12th, copy to your Secretary, considered. This relates to the matter of placing such allotments and adjustments of credit, or collection of cash payments, for arrangement by the Irrigation Districts or District without binding the Reclamation Service in its operations.

Yours very truly,

CC to Sec'y, La Union
" Elephant Butte
" El Paso
District Counsel

L. H. Lawson
Project Manager

File -

BOARD OF DIRECTORS

- W. H. ALDRIDGE
- P. H. BAILEY
- F. G. BELK
- G. H. BOUNDS
- H. CASAD

W. H. ALDRIDGE,
PRESIDENT
F. G. BELK,
SEC. AND TREAS.
VALLEY PHONE 15 R2

La Union Irrigation Co., Inc.

CAPITAL STOCK \$104,000

WATER RIGHTS ISSUED 12,700 ACRES
NOW UNDER IRRIGATION 11,800 ACRES
MILES OF MAIN CANALS 30

VINTON, TEXAS
November 3, 1919.

C-21-5-

Mr. E. M. Lawson,
Project Manager,
El Paso, Texas.

Dear Sir:

Owing to the fact that the U. S. R. S. is unable to take over our Canal System on the same basis as it took over the other canals in the valley, and as the charge for water furnished to us under the present arrangement is so great as to threaten virtual confiscation of much of our land, we desire to open up our old head from the river, if we can do so.

Will you please advise us if the U.S. R. S. will permit us to take our stored water from the river and to flume the drainage canal, at our expense. Also, if we do this, whether or not there will be any O. and M. charge to us. It is also our understanding that this unit of the project will soon be declared open, but in view of the fact that nothing has been spent on our section, we anticipate that there will be nothing charged against us for construction of the distributing system. Will you please advise us if this is your understanding of the matter, and greatly onlige.

Yours truly,

LA UNION IRRIGATION CO., INC.,

By *F. G. Belk*
Secretary.

F. G. B.
J.E.M.H.

SUBJECT: Transfer of ditch property.

C-21-5-

L.M.L. LHX

El Paso, Texas, September 26, 1919.

**La Union Irrigation Company,
Vinton, Texas.**

Gentlemen:

This office, with the understanding that the majority of the stockholders of the La Union Irrigation Company desire to turn the property over to the Reclamation Service for reconstruction and operation, had endeavored to find sufficient funds available for this work.

Our inspection reports show an estimate of approximately \$30,000 required to clean this canal and reconstruct the necessary structures. The funds available, however, will not permit us to make this expenditure, and under the circumstances it is therefore necessary for you to be advised that it will be impossible for us to take this canal over during the coming winter season on account of lack of funds.

Of course, if relief measures now pending in Congress make available an appropriation for this project in sufficient amount to take care of the situation we will be very glad to do so.

If your company is sufficiently interested to make the transfer of this property for operation by the Reclamation Service beginning the irrigation season of 1920, and to perform the necessary cleaning work, turning over to the Reclamation Service a canal that will have sufficient capacity for supplying the land in irrigation under your system, this office can most likely secure sufficient funds from other project sources to do the necessary structure work, utilizing material that is now on hand and will not need to be purchased.

If this proposition is satisfactory to you, please advise at an early date in order that the question of the transfer of property may be disposed of as soon as possible in order that your plans and care may be formulated and announced.

Very truly yours,

U. S. RECLAMATION SERVICE

CC-Mr. Belk, Secy.
El Paso Valley Irrigation Dist.
Elephant Butte Irrigation Dist.
Mr. Burns
Mr. Ainsworth

By L. F. LAUSON

Project Manager.

@-21-5

JML:UHK

El Paso, Texas, July 19, 1919.

Mr. F. G. Bolk, Secretary,
La Union Irrigation Co.,
Vinton, Texas.

My dear Mr. Bolk:

Referring to the matter of handling of the deed of the La Union Irrigation Company, which was prepared for use last winter, I am transmitting herewith this deed and will follow later with a description of the property in order that these steps at least will be taken toward accepting the property during the coming winter. If the directors of the Association and others concerned are still desirous of having the Reclamation Service accept this transfer for the operation and maintenance of the property.

I would suggest, if it meets with your approval, that the deed be executed and held at your office for delivery to us at the proper time. In the meantime, our office engineer has been notified to prepare a map which will show the property to be conveyed, including such portions of the lateral system as is a part of the La Union Irrigation Company.

Very truly yours,

U. S. RECLAMATION SERVICE

By L. N. LAWSON

Project Manager.

CC-Mr. Hill

BOARD OF DIRECTORS

W. H. ALDRIDGE

H. BAILEY

F. G. BELK

I. BOUNDS

J. CASAD

Handwritten signature
W. H. ALDRIDGE,
PRESIDENT

F. G. BELK,
SEC. AND TREAS.

VALLEY PHONE 15 R2

La Union Irrigation Co., Inc.

CAPITAL STOCK \$104,000

WATER RIGHTS ISSUED 12,700 ACRES
NOW UNDER IRRIGATION 11,600 ACRES
MILES OF MAIN CANALS 30

VINTON, TEXAS

June 30, 1919.

C-21-5-

Mr. L. M. Lawson, Project Manager,
United States Reclamation Service,
El Paso, Texas.

Dear Sir:

Some time ago I left at your office a deed of the La Union Irrigation Company, which Mr. Dent had prepared for us last winter, and which we did not use at that time.

It was my understanding that you would consult with Mr. Dent about this deed, and would return it to us for signature if it now meets with his approval.

As yet I have heard nothing from you in regard to the matter, and will thank you very much to return the deed to me by the end of the week if possible, as we have a directors meeting next Monday, and I wish to bring this matter up at that time.

Yours truly,

F. G. Belk

B/D

Dent-

If I remember correctly the deed had a string in it making it unacceptable to us. It should be a clear transfer as other community deeds include land

L. M. L.

Can't use it until end of present water season.

21-5

El Paso, Texas, June 3, 1919.

MEMORANDUM FOR PROJECT MANAGER:

With reference to your memorandum of June 2nd in regard to the proposed taking over of the La Union Ditch property, this office will hold the papers until we hear from your office that you are ready to complete the transfer. This we take it is what you desire us to do.

We note that the quitclaim deed has the seal of the company, but that it is not signed, attested, acknowledged or dated. Once the deed is executed and accepted by this office, we presume the La Union people would regard the transfer as completed. Therefore, we are leaving it in its present shape with the understanding that the ditch company does not regard their deed as executed merely by reason of the ensealing.

In regard to the description of the property, the following is quoted from letter of April 19, 1919, from Assistant to the Director to Project Manager, El Paso, in regard to the Garfield Ditch:

"Even then the filing of such a larger print might have been avoided by describing the location of the ditch by sections which presumably would be sufficient, the ditch being now located on the ground", etc.

This office is hardly ready to recommend dispensing with blueprints entirely and would recommend that a blueprint be made following other suggestions specified in regard thereto which are made in the letter from Washington above cited.

Hanna

El Paso, Texas, June 2, 1919.

MEMO. FOR LEGAL DEPARTMENT:

Attached please find unexecuted form of deed of the La Union Irrigation Co. to the United States together with copy of resolution prepared by Mr. Dent, authorizing execution of the deed by the President and Secretary.

It is not the intention to take over this property until the end of the present irrigation season, and not at that time if funds are not made available for that purpose. It would seem advisable, however, at this time to take steps to perfect the transaction of turning this property over.

The question which now arises concerns the proper description of this system. The writer doubts if there is in existence a traverse of the existing ditches. These can possibly be shown, however, to the satisfaction of all concerned by attaching a small map showing the general location of the main canal and those laterals which belong to the company.

If this is believed satisfactory please take up with the office engineer in order that all papers will be ready for acceptance.

Lm Lawson

8

El Paso, Texas, March 26, 1919.

LA Union Irrigation Company,
Vinton, Texas.

Gentlemen:

There was mailed you under date of March 10th draft of contract for irrigation water as between the Reclamation Service and the LA Union Irrigation Company.

To date we have received no reply concerning this, and since irrigation water has been furnished assuming the execution of this contract within a short time, I will ask you to act in the matter as promptly as possible.

This contract was gotten up along the lines that were suggested at a recent meeting between the officials of the LA Union Ditch Company and the Project Manager. Our regulations do not permit us to deliver water unless such action is covered by an agreement, and continuance of the delay in receiving the executed contract cannot but result in the discontinuance of water service.

Please advise promptly in order that no interruptions to your irrigation flow will be caused by the necessity for our discontinuing the service, pending the execution of the contract. No water is furnished to individuals in either district until application and water rental contracts are executed, and the same requirement exists in the case of your irrigation company.

Very truly yours,

U. S. RECLAMATION SERVICE

By L. M. LAYSON

Project Manager.

CC-Judge Kylar
Secy. E. 3. Irrigation Dist
Mr. Dent.

for this purpose is attached. The object of this is to acquire sufficient land in order that in the cleaning or reasonable reconstruction of canals the Reclamation Service is not obliged to acquire additional land from individual property owners. As stated before, this requirement was observed in connection with other community ditches turned over for operation and maintenance during the past year.

In the matter of credits for ditch cleaning performed during the present winter season, this office is ready to recommend, as stated to you and has been the subject of correspondence, that a credit for the amount of actual and beneficial cleaning should apply on water bills of 1920. In order that we may transmit this recommendation to our other office it will be necessary that the project office be furnished with a certified statement of the expenditure in this work, and this statement should include memoranda from the Board of Directors of the La Union Irrigation Company that in their judgement the work done was satisfactory in character and quantity to place the canal in condition to deliver sufficient water to the acreage covered by water stock with the La Union Irrigation Company.

The writer sees no opportunity for the Reclamation Service, at this late date, to attempt the construction of necessary structures or other work to place this ditch in suitable condition. I am informed that no structure work has been performed this winter by the La Union Irrigation Company, in spite of the fact that the necessity for this work has been long apparent. It is most likely impossible for the canal to be operated satisfactorily without some replacements or possibly some new additional structures. The construction of these will most undoubtedly delay water service. The Reclamation Service is not willing to accept the responsibility for this delay, and suggests that the La Union Irrigation Company perform this work with such arrangement with the water users as may mutually satisfy. The construction crews of the Service are now engaged on work which cannot be postponed, on other ditches of the valley previously transferred, and there is no opportunity to obtain additional men at this time.

As explained to your Secretary, the transfer of the property is only accomplished by the acceptance of our Washington officials, and in this connection our letter of February 12th, copy to your Secretary, considered. This relates to the matter of placing such allotments and adjustments of credit, or collection of cash payments, for arrangement by the Irrigation Districts or District without binding the Reclamation Service in its operations.

Yours very truly,

CC to Sec'y, La Union
" Elephant Butte
" El Paso
District Counsel

L. H. Lawson
Project Manager

SUBJECT: Transfer of La Union irrigation canal.

0-21-5-

LML:UHK

El Paso, Texas, Feb. 19, 1919.

President Elephant Butte Irrigation District,
Las Cruces, N. M.

Dear Sir:

Referring to the matter of the transfer of the La Union irrigation canal property to the Reclamation Service for operation and maintenance, this is to advise that we are in receipt of a report from our Irrigation Superintendent, at Las Cruces, concerning the feasibility of operation by the Service of this canal for the coming irrigation season.

He reports that the amount of cleaning performed and the condition of the ditch banks make it undesirable for us to attempt to guarantee water deliveries in the condition that this ditch is now in.

Community canals in the Mesilla Valley, which were transferred to the Service previous to the end of the 1918 irrigation season have received considerable attention on our part in cleaning accumulations of silt and sand and strengthening ditch banks and replacing structures in order that we could operate these ditches satisfactorily.

The La Union Canal Co. did not indicate their intentions at the time the other ditches were taken over, nor were we in a position to take any steps in assurance of the necessary maintenance work during the winter shut down of irrigation water.

Acting on the advice of our operation and maintenance department, this office believes it undesirable for us to attempt to guarantee satisfactory water service through this canal in its present condition, and we believe it unwise, both from our standpoint and from that of your district and farm bureau, to attempt to give satisfactory service through this ditch in its present condition.

This office might suggest that the acquisition of the property, which is yet only in its preliminary stage, may proceed with the understanding that the operation and maintenance of this canal will be assumed by the Reclamation Service at the close of the present irrigation season.

Very truly yours,

CC-Secy. E.B. Irrigation Dist.
Secy. La Union Irrigation Co.
Mr. Parry.

U. S. RECLAMATION SERVICE

BY L. H. LAWSON

Project Manager.

*Garry
see me
hmh.*

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

EL PASO, TEXAS Las Cruces, N.M. Feb. 15, 1919.

From C.A. Burns, Asst. Engineer.

To L.M. Lawson, Project Manager.

Subject: Transfer of La Union Irrigation Canal.

1. As per your instructions of February 12, I have inspected the property of the La Union Irrigation Co. and beg to report the following conditions.

2. In talking to the Ditchrider in charge of their property and inspecting his time book I find they have spent 25¢ per acre removing sand, 15¢ per acre on superintendence or a total of 40¢ per acre or about \$4400.00. The amount of work performed is of little or no value from an operation standpoint, due to the fact that the ditch carried prior to being cleaned nearly 2½ feet of sand and that in cleaning about a foot of sand was removed from the east branch. The sand was placed on each bank and from appearances the greater portion was placed on the west bank.

After removing the one foot of sand from the ~~East bank~~ ^{Branch} it leaves the bottom of the canal about the elevation of land to be irrigated. With both banks very narrow the East bank is from 1 to 3 feet wide while the West bank is about 4 feet wide, with frequent low places in either bank. The sand placed on the west bank has all blown into the ditch and covers a great amount of Russian thistle and gives an inside slope of the canal of about 1 to 4 feet, or about 1/4 of the area of the east branch is filled with drifted sand and Russian thistle.

I talked with a number of farmers along this canal and they were all of the opinion that it would be impossible to deliver water through the canal without frequent breaks. The west branch of the canal is in a little better shape. The only cleaning of the west branch was done by 42 laborers working 4 days. The banks on the West branch would need to be strengthened and to allow any free board one foot of sand would have to be removed.

The only field notes of any kind that I could find was a profile made by a Mr. Whittier, who laid out the present system as it was constructed about two years ago. The only information given on this profile was a grade of .00045.

Mr. Whittier also made a written report on the reconstruction of the La Union canal in which he made the following remark: "Mr. Lewis disregarded the grade established and placed the checks from one to four inches high and built them out of much lighter material than he recom-

mended, using one inch material instead of two inch and two by four where he recommended three inch.

I also noted that there were fences about four feet from the inside slope and there might arise the question of Right of Way.

3. In conversation with Mr. Belk, he told me that his company owes the Elephant Butte Irrigation District in round number \$24,000.00, which they are unable to pay at this time and he would ask that they be allowed to make the payments in three installments. This assessment would be for \$2.40, the Reclamation Service to be asked to protect the La Union Co. in shutting off the water from time to time as the payments come due. In view of the fact that a payment of at least \$1.50 per acre to the government would be due July the first, and for the entire season the minimum payment of at least \$2.75 per acre including storage plus the \$2.40 due the La Union Irrigation Co., or a total of \$5.15 per acre to be collected during the irrigation season of 1919, for which the Reclamation Service would be responsible and as far as the farmers were concerned it is my opinion that they would feel that the total charge was made by the Reclamation Service.

4. In conclusion it would seem from an operation and maintenance point of view that it would be impossible to give satisfactory service to the patrons of the La Union ditch this season without at least sixty days in which to clean the ditch, reinforce the banks, repair a number of check gates and replace a large number of turnouts which would represent an expenditure of at least \$10,000. In view of the fact that we are unable to find ditchriders to operate the new ditches we have acquired and the amount of work yet to be done on them, I recommend that the Reclamation Service not take over the La Union ditch until the end of the present irrigation season.



0-21-5

L.M.L. UHK

El Paso, Texas, Feb. 12, 1919.

Project Manager, Rio Grande Project,

Assistant Engineer G. A. Burns, Las Cruces, N. M.

Transfer of La Union Irrigation Canal.

1. The matter of the transfer of the La Union Irrigation Co. property to the Reclamation Service for operation and maintenance seems to be reaching a conclusion which makes necessary at this time an inspection of the property to ascertain whether we can, if it is taken over now, give the necessary service.

2. In the discussion with the President and Secretary of the ditch company this office stated that since it was impossible for the Government to prepare this canal for operation during the present year it would be impossible to accept the transfer unless the ditch company placed the ditch in suitable condition for operation.

3. You will then make an inspection of this ditch with a view to determining and reporting to the Project Manager on the feasibility of accepting the property and operating during the coming irrigation season. Please ascertain at this time the amount of work accomplished in cleaning and its cost, both total and the per acre charge.

- - - -

L. M. LAWSON

CC-Mr. Parry

Sec'y E. B. Irrigation Dist.

PWD:T

El Paso, Texas,

February 11, 1919.

Mr. F. G. Belk, Secretary,
La Union Irrigation Co.,
Vinton, Texas.

Dear Sir:

Pursuant to your request I enclose herewith the following papers:

- (a) Quitclaim deed to be executed by the Officers of said Company.
- (b) Three copies of Resolution heretofore adopted by your Company authorizing the transfer of said property to the U.S.
- (c) Proposed resolution to be passed by the Elephant Butte Irrigation District in connection with this matter.

Yours very truly,

P.W.DENE

Encs

District Counsel.

21-5

LML,UHK

El Paso, Texas, February 6, 1919.

Mr. F. G. Belk, Secretary,
La Union Irrigation Company,
Vinton, Texas.

Dear Sir:

Referring to meeting of recent date, at which the President of the La Union Irrigation Company and others were present, concerning the turning over to the Reclamation Service for operation and maintenance, the blank deed has been referred to District Counsel Dent for his comments.

Our attention has also been called to the fact that you have furnished our office with a large wall map for use in the acceptance of the property. Our inspection of this map shows that it is not a tracing and blue print copies can not be made. It will be necessary to have a short description of the property, as well as a blue print map.

These are necessary before the final papers of transfer are in acceptable condition. It is essential to know exactly what property is being turned over with the right of way so decided. It is very probable that your company has not acquired title to all right of way and holds the property by easement. This fact will be taken under consideration by District Counsel Dent in the preparation of deed for acceptance by the Reclamation Service.

Very truly yours,

U. S. RECLAMATION SERVICE

BY L. M. LAWSON

Project Manager.

CC-Judge Kyler
Mr. Dent
Mr. Hill

*See Legal Files
for Transmittal of Blank deed
to La Union Co.*

SUBJECT: Proposed transfer of ditch property.

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

Mr. J. A. Smith,
El Paso, Texas.

El Paso, Texas, January 29, 1919.

Judge Albert Eylar,
Las Cruces, N. M.

Dear Sir:

The matter of transferring the property of the La Union Irrigation Co. to the Reclamation Service for ownership and control has frequently been under discussion at meetings of the Water Users' Associations and Irrigation Districts. The transfer of this property, which is mainly located in New Mexico, has been delayed for various reasons; the principal one seems to have been the disposition of the directors to obtain a credit from the Irrigation District of more than the \$5.00 per acre allowed for the community ditches which had been taken over in the fall.

At a meeting of the Association held January 4th, a resolution was passed, offering a credit of \$8.50 per acre for this property in a transfer to the Government.

At a meeting held in the project office of the Reclamation Service yesterday, the President and other members of the board of directors stated that a ballot had been taken among the stockholders, which showed a large majority in favor of turning over the property of the company on the basis of the above terms.

The attention of the La Union directors present was called to the fact that in this transfer no condition could be present that would require payment for the ditch property by the Government, and that the acceptance of the property would be on the basis of the credit of \$8.50 per acre extended by resolution of the irrigation district.

In the absence of the District Counsel, no formal action was taken on the acceptance of the deed, since its form may require some modification by the legal department of the Service.

As you are aware, a large number of canals have been taken over for operation and maintenance, and their reconstruction has been in progress during the winter season, when irrigation water is not being supplied. The amount of funds available for this work has been limited. An inspection of the canal property shows that considerable cleaning and sediment is still necessary before it can be operated properly. The Secretary of the Company, Mr. Balk, advises that it is his intention to push this cleaning in order that should the transfer be effected at the opening of the irrigation season next month the canal will be in proper shape for operation.

The Project Manager stated to the La Union directors that it would

be impossible to accept the ditch property for operation unless this cleaning was performed by the beginning of the season, and a sufficient amount of maintenance work done to guarantee the delivery of enough water to meet the demands. The community ditches which have been taken over required regular maintenance work to be performed by the Government during this winter season, and our estimate of water charges is based upon a return of \$1.00 per acre for such maintenance work.

If the La Union property is accepted by the Service for operation, action of your board is desired on the adjustment of water charges which might be made to take into account the amount of ditch cleaning that has been performed. Considering that all water charges will be uniform throughout the project, it is unlikely that the La Union Ditch Company will desire to turn over its property unless a credit can be obtained on water charges, based on their expenditures during this winter for ditch cleaning. Such an argument has its foundation in the fact that community ditches taken over by the Government in the fall have been cleaned by the Government under contract, and that the water charges for the year are based upon the return of \$1.00 for this maintenance work.

In addition to this, it would seem advisable to have a resolution of the Irrigation District Directors, requesting the Service to accept the transfer of the La Union Ditch property and its operation and maintenance by the Service.

Very truly yours,

U. S. RECLAMATION SERVICE

BY *L. M. Lawson*
Project Manager.

CC-Secy. Elephant Butte Irrigation Dist.
Secy. El Paso Valley Water Improvement Dist.
Mr. Belk,
District Counsel. ✓

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICEOffice of
District CounselEl Paso, Texas,
Jan. 16, 1919.Mr. F. G. Belk, Sec'y.,
La Union Irrigation Co.,
Vinton, Texas.

Dear Mr. Belk:

Complying with your request of yesterday, I herewith enclose draft of the proposed resolution to be passed by your board of directors, after the conveyance of the property shall have been authorized by the shareholders in accordance with Article 14 of your Articles of incorporation.

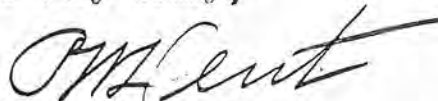
I also enclose form of deed which has been heretofore used in conveying similar property, except that in former cases the conveyance has been made by the Commissioners of the various ditches and in addition individual releases have been secured from the owners of rights in said ditches. Of course, such releases are not necessary in this case.

This is the usual statutory form of quitclaim deed which, taken with the resolutions of the irrigation districts and of your board of directors, should be sufficient to meet the situation.

After the ballots have been received and the result ascertained, it will be necessary for you to furnish a certificate stating that the transfer has been ratified by a majority of the shareholders, and also to furnish a certified copy of the resolution passed by the board. These papers will be necessary to accompany the deed when executed.

The deed is drawn upon the assumption that all of your property is located in New Mexico, although I have an impression that a portion of your system may be in Texas. If so, a separate deed will be required covering the property in Texas, or appropriate amendment will have to be made to the enclosed deed, which could then be recorded both in El Paso and Dona Ana County.

Yours very truly,



District Counsel.

Enc 2.

RESOLUTION

WHEREAS, the owners of a majority in value of the shares of stock of La Union Irrigation Company have by appropriate ballot authorized the sale and conveyance to the United States of the La Union System, subject to the condition that the owners of the shares of stock shall receive a credit of \$8.50 for each acre of irrigable land to which a share of stock in said Company is appurtenant, or the value of the ditch in cash if such settlement may be had in future, such credit to be allowed on the construction charge for the Rio Grande Project, to be subsequently fixed by the Secretary of the Interior and collected by the Elephant Butte Irrigation District and the El Paso County Water Improvement District No. 1; and, whereas, in the opinion of this Board such transfer to the United States for the purpose and on the condition named is to the interest of said Company and its shareholders.

NOW, THEREFORE, be it resolved by the Board of Directors of said La Union Irrigation Company, that the President and Secretary of said Company are hereby, and pursuant to the vote of the shareholders, authorized and directed to execute proper deed conveying said property to the United States of America, said deed to be signed by the President and attested by the signature of the Secretary and the affixing of corporate seal and thereafter delivered to the proper officers of the United States Reclamation Service.

- - - - -
I HEREBY CERTIFY that the above and foregoing is a

full and correct copy of a Resolution passed by the Board
of Directors of La Union Irrigation Company at its meeting
held _____, at which there was a
quorum present, as provided by the Articles of incorporation
and by-laws of said Company.

(SEAL)

Secretary

LA UNION IRRIGATION CO.

Vinton, Texas

January 15th, 1919.

At a meeting of the directors of the Elephant Butte Irrigation district on Saturday, Jan'y 4th, it was voted to allow our present stockholders a credit on construction charges of \$8.50 per acre, provided our canal was turned over to the government. As all of the canals except ours are now under government control, a majority of our board of directors believes that it is to our best interest to also transfer to the government the La Union system under the terms offered, we are therefore, asking a vote on this question.

At a meeting of the board, and upon a decision of a majority of the stockholders we will base our action in this matter.

Whether you are for or against the canal being turned over to the government, please vote yes or no on the attached ballot, and return promptly to the Secretary.

Signed) W. H. Aldridge, Pres.

F. G. Belk, Sec'y

LA UNION IRRIGATION CO.

Vinton, Texas

January 15th, 1919.

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At a meeting of the board, and upon a decision of a majority of the stockholders we will base our action in this matter.

Whether you are for or against the canal being turned over to the government, please vote yes or no on the attached ballot, and return promptly to the Secretary.

Signed) W. H. Aldridge, Pres.

F. G. Belk, Sec'y

Large majority of our stockholders voted "yes" on this!

Vinton, Texas, January 15, 1919

BALLOT

Shall we turn the La Union Canal System to the Government?

I vote YES.

I vote NO.

I hold _____ shares for stock.

Signature _____

RESOLUTION

WHEREAS, under date of January 4, 1919, the Board of Directors of the Elephant Butte Irrigation District passed a Resolution authorizing the conveyance to the United States of the La Union Irrigation System, the owners to receive a credit of \$8.50 for each acre of land to which a share of stock in said company is appurtenant; and,

WHEREAS, it seems desirable that said System be taken over and operated by the United States during the irrigation season of 1919:

NOW, THEREFORE, be it resolved by the Board of Directors of the Elephant Butte Irrigation District that such proposed transfer to the United States and operation of said System during 1919 and thereafter, is approved and requested; and,

WHEREAS, the cleaning of said System for 1919 has been done at the expense of the said La Union Company:

NOW, THEREFORE, be it further resolved that said Company, or the owners of shares therein, shall be allowed appropriate credit for the cost of said cleaning for 1919 not in any event to exceed the sum of fifty (50) cents per acre.

RESOLUTION

WHEREAS, the owners of a majority in value of the shares of stock of La Union Irrigation Company have by appropriate ballot authorized the sale and conveyance to the United States of the La Union System, subject to the condition that the owners of the shares of stock shall receive a credit of \$8.50 for each acre of irrigable land to which a share of stock in said Company is appurtenant, or the value of the ditch in cash if such settlement may be had in future, such credit to be allowed on the construction charge for the Rio Grande Project, to be subsequently fixed by the Secretary of the Interior and collected by the Elephant Butte Irrigation District and the El Paso County Water Improvement District No. 1; and, whereas, in the opinion of this Board such transfer to the United States for the purpose and on the condition named is to the interest of said Company and its shareholders.

NOW, THEREFORE, be it resolved by the Board of Directors of said La Union Irrigation Company, that the President and Secretary of said Company are hereby, and pursuant to the vote of the shareholders, authorized and directed to execute proper deed conveying said property to the United States of America, said deed to be signed by the President and attested by the signature of the Secretary and the affixing of corporate seal and thereafter delivered to the proper officers of the United States Reclamation Service.

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I HEREBY CERTIFY that the above and foregoing is a

full and correct copy of a Resolution passed by the Board of Directors of La Union Irrigation Company at its meeting held _____, at which there was a quorum present, as provided by the Articles of incorporation and by-laws of said Company.

(SEAL)

Secretary

BOARD OF DIRECTORS
H. H. BOUNDS
L. H. BRANDT
H. L. HOSKINSON
F. M. MONTES
W. C. WILKINS

Perry
La Union Irrigation Co., Inc.

CAPITAL STOCK \$104,000

WATER RIGHTS ISSUED 12,700 ACRES
NOW UNDER IRRIGATION 11,600 ACRES
MILES OF MAIN CANALS

H. L. HOSKINSON,
PRESIDENT
L. H. BRANDT,
SEC. AND TREAS.
VALLEY PHONE 15 R2

VINTON, TEXAS

U. S. Reclamation Service
REGISTERED
AUG 27 1918

Mr. L. M. Lawson, Project Mgr.,
El Paso, Tex

Dear Sir: It is our understanding that all ditches wishing to turn their system over to the Reclamation Service should indicate their willingness to do so before Sept 1st. The title to our property is vested in the board of directors, a majority of whom have registered their intention of making the transfer as soon as the approval of a majority of the stockholders can be obtained as is now being done on the other ditches planning to transfer to the Reclamation Service.

We will therefore thank you to make your plans accordingly and will call upon you in a few days to discuss the necessary details -

Yours Truly

La Union Irrigation Co.

L. H. Brandt

Secretary-Treasurer

0-21-5

El Paso, Texas, July 24, 1918.

Mr. F. C. Belk, Secretary,
 La Union Irrigation Company,
 Vinton, Texas.

My dear Mr. Belk:

This is to acknowledge receipt of yours of July 23, on the subject of turning over the La Union Irrigation Company to the Reclamation Service.

I note the plan which you have made for a system of credits based on a credit of \$10 per acre for the stock holders of your company.

I take this opportunity to make my position clear to you that in so far as my personal views are concerned it has never been desirable to expend for outright purchase Government funds to take over this canal or other canal properties. The reason for this is the pressing demand for more important work, such as the building of drainage canals. Actual payments for such properties would reduce our working fund considerably, and we would not be able to do the large amount of actual construction which is vitally necessary, particularly in the line of drainage.

The formation of an Irrigation district has changed the status to some extent of the relationship between the Reclamation Service and the individual. The Government is now under contract with the District to provide certain works, for which it is to be repaid. We are in the position, then, of a contractor operating under an agreement with the Irrigation district to provide drainage and lateral systems. The matter of credits, then, is one as between the communities' individuals and the Irrigation district.

Under its official organization the district should be quite as responsible an organization as the Reclamation Service, and any resolutions that they may properly make should be, and can be, considered binding.

Answering your questions, then, this office, in the matter of extending credits, would have no jurisdiction. Such credits would be placed by the Irrigation district board, or special committees appointed, and we would have no voice in the matter.

The answer to question 2 is one which questions the legality of the board of directors of the Irrigation district to allow such credits. Since in both Irrigation districts it is provided by the

irrigation district act that the costs will be apportioned by the district according to the benefits received, the writer can see no reason for questioning the resolutions as adopted.

Your third question is along similar lines, and I am unable to state just what action the district directors of the irrigation district would take on this distribution of the costs in the particular case.

My views in this matter are at present unassisted by legal counsel, and the answers are not written, as they might appear, in an evasive way. It is impossible for me, officially or personally, to give you satisfactory, definite replies, for the reason that the matter is entirely without the jurisdiction of the Reclamation Service, but, as stated above, is one between your company and the irrigation district itself.

Our offices, in replying to a recent report of mine on the credit system as inaugurated by the Elephant Butte Irrigation District, in connection with the resolution recommending a credit of \$5 per acre for community ditches, has advised that it is not a matter to either approve or disapprove.

The apportionment of costs under the irrigation district plan is not handled by the Reclamation Service, but the irrigation district is billed for the amount expended, for which they expect payment, and all collections, apportionment of benefits received, and other matters, are handled by the irrigation district.

The matter which you write about is strictly within their province, as has been evidenced by other similar action on their part, and if your company can obtain properly executed resolutions along the line as you suggest, I see no objection to such procedure, nor reason for questioning the provisions being later carried out.

Very truly yours,

L.M. Lawson

Project Manager.

El Paso, Mar 25 1918

WHEREAS, it is desirable and to the best interest of the water users of the Rio Grande project as a whole, that the United States take over, operate and maintain the irrigating system of the La Union Irrigation Company as a preliminary step to the final merger of said irrigation system with the said Rio Grande project:

THEREFORE, BE IT RESOLVED by the Board of Directors of the El Paso County Water Improvement District No. 1 as follows:

1. That said Board of Directors hereby approves the transfer of said irrigation system to the United States for the purposes indicated, on the condition that the shareholders of said La Union Irrigation Company shall be allowed credits on the charges for the construction of the said Rio Grande project, hereafter to be fixed by the district pursuant to contract with the United States, at the rate of Ten Dollars (\$10.00) per acre for each acre of irrigable land (which is now or may hereafter be found to be located within the State of Texas and within the jurisdiction and boundaries of the said water improvement district) to which a share of stock in said La Union Irrigation Company is appurtenant, according to the records of said company, properly verified, at the time of said transfer. The said credit of Ten Dollars per acre is understood to represent the fair valuation of the property so to be taken over by the United States and which inures by said transfer to the benefit of the said water improvement district, which is thereby relieved of the necessary expenditure of funds to that extent.

J. D. Poreth
Secretary Water Improvement District No. 1.

President

100

WHEREAS, it is desirable and to the best interest of the water users of the Rio Grande project as a whole, that the United States take over, operate and maintain the irrigating system of La Union Irrigation Company as a step preliminary to the final merger of said irrigation system with the said Rio Grande project, and

WHEREAS it is the desire of the water users under said system that the United States operate said system, delivering and measuring water to each individual user and that collections for said water service be made by means of individual contracts with the said water users, and that all details regarding the ordering of water, etc. be arranged directly between the water users and the United States:


THEREFORE, BE IT RESOLVED by the Directors of the Elephant Butte Water Users' Association of New Mexico, that the transfer of said irrigation system to the United States for the purpose and under the conditions above stated is hereby approved, and it is agreed that such modification, if any, as may be necessary in the water service contract of February 12, 1918, between the association and the United States to carry out this arrangement will be approved and ratified when formally presented for that purpose.

The above is a true and correct copy of a resolution adopted by the Elephant Butte Water Users' Association New Mexico 20, 1918. Allert J. Eyles. E. B. W. U. W. See

Bill:

I thought it best to
return this to you pending
further developments.

Ranis Scott



FROM
THE LAW OFFICES OF
BURGES, SCOTT, RASBERRY & HULSE
1100 FIRST NATIONAL BUILDING
EL PASO, TEXAS

FOR

MR. W. F. RESCH
Bureau of Reclamation
U. S. COURT HOUSE
Room 211
EL PASO, TEXAS

Whereas the Elephant Butte Irrigation District, has the power, on the completion of the drainage system to be installed in said district by the United States Government, to have a hearing upon the benefits conferred and damages inflicted by the construction of said drainage system: and

Whereas because of the dire need for quick action in draining this project, it is the desire of the directors of said Irrigation District, that as far as practicable, all the appropriation available for work in this district, shall be expended by the United States Government in draining the lands of said district: ~~and~~

Therefore, Be it Resolved, that the land owners of the district through whose land said drains pass be requested in those cases in which the damage inflicted by said drain is not excessive, to ~~grant~~ give without cost to the government a quit claim deed to the land for a right of way for said drain, with the understanding and agreement with said Irrigation District, that when said drainage system is installed, that said district shall have a hearing on the damages inflicted and benefits conferred upon the lands of said district by the construction of said drainage system and the granting of said right of way for said drains, and in such cases as said board may award damages for the construction of said drainage system and the taking of right of way for said drains, the damages so awarded, shall be deducted from the ~~payments~~ assessments payable by each owner of the lands damaged until said ~~award~~ award has been fully paid.

Be it Further Resolved that a certified copy of this resolution be given all persons giving quit claim deeds without cost to the United States Government upon the agreement and understanding herein set forth.