

78

LOOMIS FARMS COMPANY, INC.

WARRANTY DEED (131) MESA DRAIN

0023-0085-0019-0019(19)

Note: QCD is to ~~renew~~ interest of Deed from County

THE STATE OF TEXAS, }
COUNTY OF EL PASO, }

Know all Men by these Presents:

THAT LAURA A. LOOMIS, a widow, and CHARLES R. LOOMIS and ETHEL W. LOOMIS,
his wife, - - - - -
of the County of El Paso, State of Texas for and in consideration of the
sum of ONE (\$1.00) - - - - - DOLLARS,

to them in hand paid by the UNITED STATES OF AMERICA, acting pursuant to the
act of Congress of June 17, 1902 (32 Stat., 388) - - - - -
of the County of - - - - - and of - - - - -, the receipt whereof is hereby
acknowledged, do by these presents Bargain, Sell, Release and Forever Quit-Claim unto the said
UNITED STATES OF AMERICA, its successors

~~have~~ and assigns all their right, title and interest in and unto that tract or parcel of land lying in the County
of El Paso, and State of Texas, described as follows, to-wit:

Tract No. 1: Beginning at the Southeast corner of the tract to be conveyed,
from which point the Northwest corner of Section 29, Township 33 South,
Range 8 East, N.M.P.M., bears North 55°49' West, 1705 feet; running thence
South 48°07' West, 51.3 feet along the property line between said tract and
land of W.R.U. Krause to Sta. 120+17 on the center line of the proposed Mesa
Drain; thence on same course and property line 51.3 feet; thence North 29°
24' West 651.1 feet; thence to the left on a curve of 11804.3 feet radius,
1627.6 feet measured on 100-foot chords; thence North 37°18' West 543.5 feet
thence North 37°13' West 12 feet to property line between said tract and
land of M.H. Webb; thence North 52°47' East 50 feet along said property; thence
south line between to station 148 plus 47 on the center line of the pro-
posed Mesa Drain; thence on same course and property line 50 feet to the
property line between said tract and right of way of the G. E. & S.A.
R.R.; thence south 37°13' east 12 feet along said property; thence south
37°18' east 543.5 feet along said property line; thence to the right along
a curve of 11904.3 feet radius 1641.4 feet along said property line meas-
ured on 100-foot chords; thence south 29°24' east 628.9 feet along said
property line to point of beginning: containing 6.5 acres, more or less.
Tract No. 2: Beginning at the southeast corner of the tract therein de-
scribed from which point the northeast corner of section 19, township 33,
south, range 8 east, N.M.P.M., bears north 21°45' east, 2834 feet; thence south
52°47' west 50 feet to station 163 plus 99 on the center line of the pro-
posed Mesa drain; thence south 52°47' west 50 feet; thence north 37°09'
west 1401 feet; thence north 37°15' west 1536 feet; thence north 18°40'
east 124 feet to a point on the dividing line between the G.E. & S.A. R.R.
right of way and the property of the Loomis Farm Company; thence south 37°
15' east 70 feet on said division line to sta. 193+60 on the center line of
the proposed Mesa drain; thence south 37°15' east 1538 feet along said di-
vision line; thence south 37°09' east 1401 feet on said division line to
place of beginning: containing 6.83 acres, more or less.
TO HAVE AND TO HOLD all their right, title, interest, estate and claim in and to the said premises,

together with all and singular, the rights, privileges and appurtenances to the same in any manner belonging, unto the said
UNITED STATES OF AMERICA, its successors

COMPARED

No. 149 INDEXED

QUIT-CLAIM DEED

SINGLE AND WIFE'S SEPARATE
ACKNOWLEDGMENTS

Laura A Rooms
Charles R Rooms
Ethel W Rooms
TO
United States of America

Helen
Filed for record, this *25th*
day of *January*, 1918, at *8*
o'clock and *30* minutes *P.M.*

W. G. Sweet
Clerk.
By *L. C. ...* Deputy.

El Paso—El Paso
J.S.P.S. 1/100
918/268
POT.

THE STATE OF TEXAS,
COUNTY OF EL PASO,

Before me, *J. F. McKenzie*, a Notary Public in and for
El Paso County, Texas, on this day personally appeared *Laura A Rooms* a
female sole and *Charles R Rooms*

known to me to be the person whose names are subscribed to the foregoing instrument, and acknowledged to
me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this *21st* day of *February*, A. D. 1918

J. F. McKenzie, a Notary
Public, El Paso, Texas

THE STATE OF TEXAS,
COUNTY OF EL PASO,

Before me, *J. F. McKenzie*, a Notary Public in and for
El Paso County, Texas on this day personally appeared *Ethel W Rooms* wife of
Charles R Rooms

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 *Ethel W Rooms* acknowledged such instru-
ment to be her act and deed, and declared that she had willingly signed the same for the purposes and consid-
eration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this *21st* day of *February*, A. D. 1918

J. F. McKenzie, Notary Public,
El Paso County, Texas

THE STATE OF TEXAS,
COUNTY OF EL PASO,

L. C. ...

Clerk of the Court

THE STATE OF TEXAS)
County of El Paso)

KNOW ALL MEN BY THESE PRESENTS: That Loomis Farm Company,
a corporation, organized and existing under the laws of the State of
Texas, by LAURA A. LOOMIS, its President

in consideration of the sum of Six Hundred Two and 15/100 (\$602.15)
Dollars to it in hand paid by the United States of America, acting
pursuant to the Act of Congress of June 17, 1902 (32 Stat., 388), the
receipt of which is hereby acknowledged, has Granted, Sold and
Conveyed, and by these presents does Grant, Sell and Convey unto the
said United States of America, its successors and assigns, 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 located in the Northwest quarter (NW $\frac{1}{4}$) of Section
twenty-nine (29); Southwest quarter (SW $\frac{1}{4}$) of Section twenty (20), and
~~the Northeast quarter (NE $\frac{1}{4}$), Northeast quarter of the Northwest quarter~~
~~(NE $\frac{1}{4}$ NW $\frac{1}{4}$) and the Southeast quarter (SE $\frac{1}{4}$) of Section nineteen (19),~~
Township thirty-three (33) South, Range eight (8) East, N.M.P.M., as
projected by surveys of the U. S. Reclamation Service, more particu-
larly described as follows: Beginning at the Southeast corner of that
certain tract of land conveyed by Richard F. Burges to A. M. Loomis,
Jr., by deed dated December 19, 1908, and recorded in Book 130 at page
546, Deed Records of El Paso County, Texas, from which point the North-
west corner of said Section twenty-nine (29) bears North 55° 49' West
one thousand seven hundred five (1705.0) feet distant; running thence
South 48° 07' West along the Southerly boundary line of the aforemen-
tioned tract of land, which said Southerly boundary line is also the
Northerly boundary line of that certain tract of land described in
quit claim deed executed July 12, 1916, by W. E. U. Krause and Flora
Krause, his wife, to the United States of America; said quit claim
deed being recorded in Book 292 at page 591, Deed Records of El Paso
County, Texas, a distance of fifty-one and three-tenths (51.3) feet to
Station 120 plus 17 of the center line of the Mesa Drain; thence on
same course and along said Southerly boundary line a distance of
fifty-one and three-tenths (51.3) feet; thence North 29° 24' West a
distance of six hundred fifty-one and one-tenths (651.1) feet; thence

the Southerly boundary line of a tract of land owned by M. H. Webb; thence North $52^{\circ} 47'$ East along said Northerly boundary line a distance of fifty (50.0) feet to Station 148 plus 47 of the said center line of the said Mesa Drain; thence on same course and along said boundary line a distance of fifty (50.0) feet to a point on the West right of way line of the Galveston, Harrisburg & San Antonio Railway; thence South $37^{\circ} 13'$ East along said West right of way line a distance of twelve (12.0) feet; thence South $37^{\circ} 18'$ East along said West right of way line a distance of five hundred forty-three and five-tenths (543.5) feet; thence to the right along a curve of 11,904.3 feet radius and continuing on said West right of way line a distance of one thousand six hundred forty-one and four-tenths (1641.4) feet, measured on 100 foot chords; thence South $29^{\circ} 24'$ East along said West right of way line a distance of six hundred twenty-eight and nine-tenths (628.9) feet to place of beginning, containing six and fifty-hundredths (6.50) acres, more or less;

Also a tract of land located in the Northeast quarter ($NE\frac{1}{4}$) and the Northeast quarter of the Northwest quarter ($NE\frac{1}{4}NW\frac{1}{4}$) of Section nineteen (19), Township thirty-three (33) South, Range eight (8) East, N.M.P.M., as projected by surveys of the U. S. Reclamation Service, more particularly described as follows: Beginning at a point on the Southerly boundary line of that certain tract of land designated as lot 8 of block B in a certain deed dated January 13, 1911, executed by A. M. Loomis, et al., to Laura A. Loomis and Marie L. Loomis and recorded in Book 174 at page 90, Deed Records of El Paso County, Texas, from which point the Northeast corner of said Section nineteen (19) bears North $21^{\circ} 45'$ East two thousand eight hundred thirty-four (2834.0) feet distant; thence South $52^{\circ} 47'$ West along the said Southerly boundary line of said lot 8 a distance of fifty (50.0) feet to Station 163 plus 99 of the center line of the Mesa Drain; thence South $52^{\circ} 47'$ West along said Southerly boundary line a distance of fifty (50.0) feet; thence North $37^{\circ} 09'$ West a distance of one thousand four hundred one (1401.0) feet; thence North $37^{\circ} 15'$ West a distance of one thousand five hundred thirty-six (1536.0) feet to a point on the boundary line between land of the grantors herein and land of A. Krakauer; thence North $18^{\circ} 40'$ East along said boundary line a distance of one hundred twenty-four (124.0) feet to a point on the West right of way line of the Galveston, Harrisburg & San Antonio Railway; thence South $37^{\circ} 15'$ East along said West right of way line a distance of seventy (70.0) feet to Station 193 plus 60 of the said center line of the Mesa Drain; thence continuing along said West right of way line South $37^{\circ} 15'$ East a distance of one thousand five hundred thirty-eight (1538.0) feet; thence continuing along said West right of way line South $37^{\circ} 09'$ East a distance of one thousand four hundred one (1401.0) feet to place of beginning, containing six and eighty-three hundredths (6.83) 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 and assigns forever; and it does hereby bind its successors ~~heirs, executors~~

(3)

and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

IN TESTIMONY WHEREOF,

WITNESS the hand and seal of the Loomis Farm Co., this 15th day of November, A. D. 1917.

Witness at Request of Grantor.

CHAS. R. LOOMIS

(
(SEAL)
)

LOOMIS FARM COMPANY,

By Laura A. Loomis

Its President.

Attest;

RALPH R. LOOMIS

Secretary.

State of Texas) ss.
County of El Paso)

On this 15th day of November 1917, before me personally appeared Laura A. Loomis, President of Loomis Farm Company, to me known, and acknowledged that the Loomis Farm Company by her as its President, signed, sealed with its corporate seal, and delivered the foregoing instrument for the purposes and considerations therein expressed, and that she executed same as the act and deed of said corporation for the purposes and consideration therein expressed.

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

My Commission expires June 1, 1919. (Seal)
J. F. McKenzie,
Notary Public in & for
El Paso County, Texas.

The State of Texas)
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 15th day of November, A. D. 1917, with its certificate of authentication, was filed for record in my office this 16th day of November A.D.1917, at 8:50 o'clock, a.m., and duly recorded this 19th day of November A.D.1917, at 9:41 o'clock, a.m., in the records of said County, in Vol.316 on page 34.

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.
Byn I. M. Woodard,
Deputy.

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

OFFICE OF
DISTRICT COUNSEL

El Paso, Texas, February ²⁶~~2~~, 1917.

From *Asst to* District Counsel

To District Counsel in Charge of Titles, Phoenix

Subject: Opinion on title, proposed purchase of land from Loomis Farm Company, a corporation, for right of way for the Mesa Drain--Rio Grande Project

1. There is transmitted herewith abstract of title No. 20781, together with related papers in connection with the proposed purchase of two separate tracts of land, consisting of 6.50 acres and 6.83 acres of land, respectively, in accordance with agreement to sell dated May 2, 1916, approved June 2, 1916, for a consideration of \$602.15.

2. The land in question is located in the NW $\frac{1}{4}$ Section 29; SW $\frac{1}{4}$ Section 20; and NE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$ and SE $\frac{1}{4}$ Section 19, T.33 S., R.8 E., N.M.P.M., as projected by surveys of the U. S. Reclamation Service, and being within the exterior limits of the San Elizario Grant. Patent to this grant by the State of Texas was issued on March 8, 1853, (page 3 of abstract); the grant being made to the Inhabitants of the town of Presidio de San Elizario. Plat of this grant being shown at page 2 of abstract. Act of June 3, 1915, validating conveyances made by towns and villages of lands granted to them by the Governments of Spain and Mexico appears abstracted at page 111.

3. By deed dated February 24, 1882 (page 5) G. N. Garcia, 2nd, Mayor for the Corporation of the Town of San Elizario, deeds to Macario Moreno the land designated as lot 8 of block "B" on plat at page 4 of abstract.

4. By deed dated February 24, 1882, (page 6) G. N. Garcia, as Mayor of San Elizario, executes a corporation deed to Juan N. Garcia conveying 25 acres of land purporting to be lot 6 of block B, although the description given in deed does not carry to the Northerly boundary of said lot 6, as indicated on abstracter's plat, but falls about 960 feet short of the Northerly boundary of the right of way.

5. By deed dated May 26, 1884, Macario Moreno and wife convey lot 8 of block B to William Hamilton (page 7), who in turn conveys the same land to Samuel Asztalos by deed dated August 26, 1885, (page 8).

6. By deed dated March 22, 1886, Juan N. Garcia and Apolonia Garcia, his wife, (page 9) execute deed evidently attempting to convey the tract of land known as lot 6 of block B to Francisca Montes de Cobos. The beginning point is somewhat indefinite, and the notary's acknowledgment is defective in that it is not stated that Juan N. Garcia acknowledged the instrument, although he apparently signed the deed of conveyance.

7. Jesus Cobos and wife, Francisca Montes de Cobos,

convey lot 6 of block B to C. S. Hastings by deed dated May 8, 1886, (page 10). The same reference as to beginning point used is as in deed to Francisca Montes de Cobos, but it is thought that the land is sufficiently identified.

8. Samuel Asztalos conveys by deed dated May 8, 1886, (page 11) lot 8 of block B to C. S. Hastings. It is noted that the marital status of the vendor is not shown, but as under the laws of Texas, during coverture the community property may be disposed of by the husband only, this showing is not deemed necessary (see Article 4622, Revised Civil Statutes, Texas, 1911).

9. C. S. Hastings conveys by deed dated December 11, 1888, together with other property, lots 6 and 8 of block B to A. M. Loomis (page 12).

10. R. C. Loomis, the grantor in warranty deed dated January 5, 1906, (page 33) conveys an undivided interest in lots 6 and 8 of block B to R. W. Loomis.

11. Deed of Trust executed December 15, 1910, by Laura A. Loomis to W. H. Burges, Trustee, (page 45) appears as an encumbrance on lots 6 and 8 of block B.

12. A. M. Loomis, et al., being all of the surviving heirs of A. M. Loomis, now deceased, according to affidavit of A. M. Loomis, Jr., abstracted at page 53 (excepting the grantees) convey to Laura A. Loomis and Marie L. Loomis, lots 6 and 8 of block B, together with other land, by deed

dated January 13, 1911, (page 46).

13. According to affidavit of A. M. Loomis, Jr., (page 53) A. M. Loomis, dies intestate on or about March 10, 1900.

14. Deed of trust executed August 24, 1914, by Laura A. Loomis to W. W. Turney, Trustee, (Page 54) appears as an encumbrance on lots 6 and 8 of block B.

15. As no execution appears to have issued in connection with judgment dated February 5, 1915 (page 58) it may be disregarded. These same remarks apply to judgment abstracted at page 59. According to Article 3717, Revised Civil Statutes, Texas, 1911, judgements become dormant if no execution issues thereon within 12 months after the rendition thereof.

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16. G. N. Garcia, 2nd, Mayor of San Elizario issues a corporation deed dated March 14, 1882, to Nicolosa Ortega (page 65) conveying a tract of land designated as lot 123. The courses and distances in this deed only check approximately with the abstracter's plat at page 63. This same tract of land is conveyed by Nicolosa Ortega to Richard L. Mayer by deed dated March 14, 1882 (page 67).

17. G. N. Garcia, 2nd, Mayor of San Elizario, issues a corporation deed dated March 14, 1882, to Alvino Arias

(page 68) conveying a tract of land designated as lot 124. The courses and distances in this deed only check approximately with the abstracter's plat of survey 123 shown at page 63 of abstract. This same tract of land is conveyed by Alvino Arias and wife to Richard L. Mayer by deed dated March 15, 1882 (page 69).

18. Richard L. Mayer by deed dated November 25, 1885, (page 71) conveys lots 123 and 124, together with other land, to W. E. Willmore. The entire tract of land here conveyed consisting of 766.21 acres, less 2.73 acres included in railroad right of way. The vendor's lien retained in this deed is released by instrument abstracted at page 73.

19. W. E. Willmore executes a deed of trust dated May 2, 1887, to W. H. Austin, Trustee, covering lots 123 and 124, together with other property, (page 74) to secure payment of a certain note for \$3000 on which A. M. Loomis was an endorser. Suit was evidently instituted to realize on the indentedness for which this deed of trust was given to secure, and judgment in Cause No. 860 issued November 10, 1887, against Will E. Willmore and A. M. Loomis (page 75). A. M. Loomis, the cestui que trust, in this deed of trust assigned same to Adolph Krakauer on January 4, 1888 (page 77). By the terms of release of deed of trust abstracted at page 79, and inasmuch as the judgment appears

by endorsement thereon to have been satisfied and released, it would seem that the deed of trust abstracted at page 74 may at this late date be safely considered as having been released, although the trustee did not join in the release.

20. Deed abstract at page 80 covers land South of the land included in canal right of way and therefore its consideration is necessary on account of boundary dispute set out in Suit 8598 (page 81) wherein A. M. Loomis was enjoined from interfering with the fence line established by E. Krause.

21. W. E. Willmore conveys to Stuart Craven by deed dated February 13, 1888, (page 136) a tract of land consisting of $64\frac{1}{2}$ acres. This tract includes nearly all of the canal right of way located in lots 123 and 124 and covers a tract of land lying West of the railroad right of way.

22. By certified copy of judgment and order of court in Cause 8755 filed January 18, 1896, (pages 155-156|57) it appears that this $64\frac{1}{2}$ acre tract of land, together with other land, was decreed to Lilly M. Craven as Community Administratrix of the Estate of Stewart Craven, deceased.

23. Lilly M. Craven, individually and as Administratrix of the Community Estate of Stewart Craven, deceased, conveys this $64\frac{1}{2}$ acre tract, together with other land, to

Chas. Stewart Craven by deed dated, January 16, 1896, acknowledged December 2, 1908 (page 149).

24. Stewart Craven Hubler quit claims to C. S. Craven by deed dated September 7, 1907, all his interest in this $64\frac{1}{2}$ acre tract (page 159).

25. At pages 150 to 154, inclusive, appears abstracted proceedings in re probate of will of Stewart Craven.

26. W. E. Willmore conveys by deed dated October 27, 1888, to A. M. Loomis all remaining unsold portions of lots 123 and 124, together with other land, also all his interest remaining in the townsite of Willmore (page 83).

27. C. S. Craven (Chas. Stewart Craven) and wife convey by deed dated December 31, 1908, (page 160) this $64\frac{1}{2}$ acre tract of land, together with other land, to Richard F. Burges. Vendor's lien retained in this deed appears released by instruments abstracted at pages 165 and 167.

28. Laura A. Loomis, et al., being stated as being all the heirs of A. M. Loomis and R. C. Loomis, both deceased, convey to Richard F. Burges by deed dated December 19, 1908 (page 84) all land is lots (surveys) 123 and 124. Vendor's lien retained in this deed appears released at page 89.

29.- Richard F. Burges by deed dated December 19, 1908 conveys to A. M. Loomis, Jr. (page 87) all of surveys 123

and 124 lying South or West of the railroad right of way. Title being warranted in this deed by the vendor through himself and through the estate of Stewart Craven, deceased. Vendor's lien retained in this deed appears released by instrument abstracted at page 102.

30. A. M. Loomis and Florence Loomis, his wife, by deed dated December 29, 1910, (page 90) apparently attempt to convey to the Loomis Farm Company the large tract of land shown on right of way plat of the Mesa Drain herewith as belonging to the Loomis Farm Co. and lying between Kelley and Krause on the South and M. H. Webb on the North, but the description in this deed is decidedly in error.

31. The Loomis Farm Company execute a deed of trust dated December 30, 1910, (page 92) to William H. Burges, Trustee for the First National Bank. This is an ~~en~~umbrance on the land in question.

32. A. M. Loomis and wife execute a special warranty deed dated March 2, 1914, to Laura A. Loomis (page 94) using same description to cover this tract of land stated to contain 235 acres as is used in deed from the same vendors to the Loomis Farm Company dated December 29, 1910.

33. Loomis Farm Company execute a deed of trust dated August 18, 1914, to W. W. Turney, Trustee (page 96). This is an encumbrance on the land in question.

34. Laura A. Loomis executes a deed of trust dated August 24, 1914, to W. W. Turney, Trustee, (page 100) covering the tract of land designated as containing 235 acres and also surveys 6 and 8 of Block B. This is an encumbrance on the land under consideration.

35. Suit (page 105) to adjudicate appropriation of water from the Rio Grande and the priorities thereof has only an indirect bearing on the land under consideration.

36. Agreement to sell entered into between the United States and the Loomis Farm Company appears abstracted at page 108. The correct consideration is \$602.15.

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37. W. E. Willmore conveys to A. M. Loomis for himself and as trustee for John E. Ennis, et al., by warranty deed dated April 9, 1887 (page 119) a tract of land described as containing about 280 acres and comprising all that portion of the townsite of Willmore lying within the limits bounded by Oak Street on the East, Cedar Street on the West, Loomis Street on the South and 6th Street on the North, with power of sale and conveyance at the direction of the beneficiaries therein named.

38. As will be noted by plat (tracing) made from a map of the townsite of Willmore, the right of way desired by the United States for the Mesa Drain, being 100 feet

wide, commences at a point in Railroad Street at a point opposite the East side of block 26 and passes through three tracts of land marked "Reservations) on the map, and also a tract marked "Depot." No depot was ever built at this point and none of the tracts marked "Reservations" were ever used for any purpose in connection with this townsite, as far as can be learned by inquiry.

39. The right of way for the Mesa Drain does not touch the lots and blocks described in conveyances abstracted at pages 121, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 141, 144, 145, 146, 164 and 168.

40. Railroad Street being 80 feet wide, the Mesa Drain right of way cuts off 20 feet from the portion of blocks 21 and 22 facing on Railroad Street, conveyed to Z. T. White and E. L. Fouchar by deed dated November 9, 1887 (page 122).

41. S. M. Rugg conveys to W. E. Willmore all of his interest in and to that certain tract of land known as Willmore townsite acquired by deed dated April 9, 1887 (page 135) and A. B. Judkins quit claims to W. E. Willmore any interest that he might have by reason of deed of trust dated April 9, 1887 (page 137).

42. By deed dated May 1, 1888 (page 139) W. E. Willmore conveys his 9/20 interest the Willmore townsite to

C. S. Hastings, subsequently to having deeded this same land to A. M. Loomis in trust; however, as C. S. Hastings conveys this same land to A. M. Loomis by deed dated January 19, 1889 (page 143) this would vest the 9/20 interest formerly held by W. E. Willmore in A. M. Loomis.

43. George A. Ross conveys to John P. Hiatt by deed dated May 19, 1888 (page 140) his 1/20 interest acquired by deed of April 9, 1887, in and to this Willmore townsite. The acknowledgment in connection with this conveyance, however, is defective.

44. Deed of assignment by T. M. Cooney & Co. to A. Courchesne dated July 26, 1890 (page 147) for the benefit of their creditors in all probability affects certain lots in the townsite not touched by the Mesa Drain right of way, as noted in paragraph 39 of this letter.

45. After examining the aforementioned conveyances appearing in the abstract under examination it would appear that by virtue of deed dated April 9, 1889, from W. E. Willmore to A. M. Loomis for himself and as trustee for John E. Ennis, et al., (page 119) that outstanding interests in this townsite of Willmore existed as follows:

A. M. Loomis	12/20	(by virtue of deeds abstracted (at pages 135, 137 and 83)
A. M. Loomis as Trustee for:		
John E. Ennis	1/20	
Jno. B. Frawley	1/20	
L. L. Keller	1/20	
John P. Hiatt	1/20	(by virtue of deed at page 140)

J.E.Scruggs	1/20
A.C.Brokaw	1/20
L.F.Doane	1/20
N.R.Warwick	1/20

46. The subdivisions shown on plat at page 63 and numbered 55 to 60, inclusive, through which the Mesa Drain right of way is located, are acreage tracts of land located outside of the townsite, proper, of Willmore and outside of the limits of the land conveyed to A. M. Loomis as trustee by deed of April 9, 1887 (page 119) being intended for suburban residence tracts of the town of Willmore. No sales of these individual acreage tracts appear of record. Title to this portion of the right of way through the subdivisions numbered 55 to 60, inclusive, therefore became vested in A. M. Loomis by virtue of deed dated October 27, 1888 (page 83).

47. This townsite of Willmore was a "boom" townsite laid out by W. E. Willmore in the 80's, according to information furnished this office by people who lived in this section at that time, and after a considerable amount of advertising an excursion was run down to the townsite and lots sold. According to the plat of the townsite, proper, the blocks are 300 feet square and the lots facing on Railroad Street (through which the Mesa Drain right of way is located) are 28 x 100 feet and 50 x 140 feet; Railroad Street being 80 feet wide.

48. Although it is appreciated that lots and blocks in this townsite were sold to certain purchasers and that portions of the tract were indicated on the plat of the Willmore townsite as being for the use of the public for streets and parks, I am advised that no such use was ever made of the land, that is, for streets and parks, and a personal examination of the land to-day shows it to be an ordinary field of agricultural land and no indications exist that it was ever intended for any other purpose.

49. Article 5675, Vernon Sayles' Texas Civil Statutes, 1914, reads as follows:

"Any person who has the right of action for the recovery of any lands, tenements or hereditaments against another having peaceable and adverse possession thereof, cultivating, using or enjoying the same, shall institute his suit within ten years next after his cause of action shall have accrued, and not afterward."

Article 5676: "The peaceable and adverse possession contemplated in the preceding article, as against the person having right of action, shall be construed to embrace not more than one hundred and sixty acres, including the improvements or the number of acres actually inclosed, should the same exceed one hundred and sixty acres; but when such possession is taken and held under some written memorandum of title, other than a deed, which fixes the boundaries of the possessor's claim and is duly registered, such peaceable possession shall be construed to be co-extensive with the boundaries specified in such instrument."

Article 5679: "Whenever in any case the action of a person for the recovery of real estate is barred by any of the provisions of this chapter, the person having such peaceable and adverse possession shall be held to have full title, precluding all claims."

50. It appears that the following defects exist in connection with the title to the land under consideration:

(a) Description of lot 6 in deed from Town of San Elizario to Juan N. Garcia (page 6) seems to fall about 960 feet short of reaching the Northerly end of the canal right of way in tract of land indicated as lot 6.

Owing to the age of this conveyance and the showing of adverse possession on the part of the proposed Government vendors it is my opinion that this defect may at this time be disregarded.

(b) Notary's acknowledgment in connection with deed dated March 22, 1886 (page 9) does not indicate that Juan N. Garcia ever acknowledged the instrument.

Owing to the age of this conveyance and the showing of adverse possession on the part of the proposed Government vendors it is my opinion that this omission may at this date be disregarded.

(c) Deed of trust dated December 15, 1910, from Laura A. Loomis to W. H. Burges, trustee (page 45) appears as an excumbrance on the land in question.

This deed of trust should be released as to the land included within the canal right of way.

(d) Deed of trust dated August 24, 1914, from Laura A. Loomis to W. W. Turney, trustee (page 54) appears as an encumbrance.

This deed of trust should also be released as to the land included within the canal right of way.

(e) Taxes for the years 1886, 1914 and 1915 appear as unpaid on lots 6 and 8 of Block B.

These taxes should be paid and the lien removed.

(f) Deed of trust dated December 30, 1910, from Loomis Farm Company to William H. Burgess, trustee for the First National Bank (page 92) appears as an encumbrance.

This deed of trust should be released as to the land within the canal right of way.

(g) Deed of trust dated August 18, 1914, from Loomis Farm Company to W. W. Turney, trustee (page 96) appears as an encumbrance.

This deed of trust should be released as to the land included within the canal right of way.

(h) Deed of trust dated August 24, 1914, from Laura A. Loomis to W. W. Turney, trustee (page 100) appears as an encumbrance.

This deed of trust should be released as to the land included within the canal right of way.

(i) Taxes for the years 1889, 1891, 1892 to 1907, 1911, 1912 and 1915 appear as unpaid on land included within surveys 123 and 124.

These taxes should be paid and the lien removed.

51. Affidavit of Chas. R. Loomis and Ralph W. Loomis showing adverse possession on the part of the proposed Government grantors of the land included within the canal right of way for the statutory period accompanies these papers. The parties signing this affidavit do not appear to have any record title in the land but are relatives of the proposed Government grantors. Chas. R. Loomis, however, is attorney for the Loomis Farm Company.

52. In view of the statutes as to adverse possession quoted in paragraph 49 of this opinion and in view of the fact that W. E. Willmore conveyed his remaining interests in the Willmore townsite to A. M. Loomis in 1888 (see deed at page 83) and owing to the further fact that only 20 feet off the end of blocks 21 and 22 (see paragraph 40 of this opinion), outside of the land occupied by the canal right of way in Railroad Street, is affected by the canal right of way, and that the showing of adverse possession on the part of the proposed Government grantors would be a bar to any adverse claim that might be set up in this connec-

tion, I am of the opinion that after the above mentioned defects have been removed, a conveyance from the Loomis Farm Company, joined in by Laura A. Loomis, a feme sole, A. M. Loomis and Florence Loomis, his wife, and Marie Loomis Mooney and James S. Mooney, her husband, would vest good title in the United States to the land included within the canal right of way, and if you are of the same opinion, it is requested that the accompanying papers be approved and returned to this office for further appropriate action.

J. Hamilton

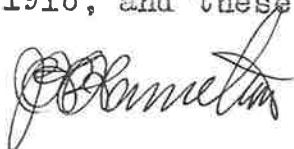
encs:

Abstract of title No. 20781
Approved agreement to convey
Possessory certificate
Copy of proposed deed
Affidavit of Chas. R. and Ralph W. Loomis
Property survey map showing right of way through
land of Loomis Farm Company
Right of way map of Mesa Drain
2 small plats showing 6.83 and 6.50 acre
right of way tracts, respectively
Plat (tracing) showing portion of Willmore
townsite

MEMORANDUM for Mr. Peery:

An endeavor was made to have the Pioneer Abstract Co., which is the abstract company with which we now have a contract for furnishing abstracts of title, make a plat of the various tracts of land shown by conveyances in this abstract, through which the right of way of the Mesa Drain is located, but after leaving the abstract with them for over three months, the idea was finally given up, and such plats as are available in the office here accompany this abstract for your information.

The abstract company is so rushed with other business that it is practically impossible to secure anything of this nature from them. Two abstracts of title were ordered from them on November 1, 1916, and these have not been delivered as yet.



El Paso, Texas, February ²⁶/₈, 1917.

POSSESSORY CERTIFICATE

I, P. W. Dent, District Counsel of the United States Reclamation Service, certify that I have personally examined the land sought to be acquired by the United States from The Loomis Farm Company, a corporation, in Sections 19, 20 and 29, T.33 S., R.8 E., N.M.P.M., for right of way for the Mesa Drain, Rio Grande Project, New Mexico-Texas, and that the said Loomis Farm Company and its associates, Laura A. Loomis, A. M. Loomis and Marie Loomis Mooney (formerly Marie L. Loomis) were in actual, sole and exclusive possession of the land proposed to be conveyed; claiming to be the owners, and no other person claiming a right in such land adverse to the said Loomis Farm Company, Laura A. Loomis, A. M. Loomis and Marie Loomis Mooney is in possession of any part of it.

P. W. Dent

District Counsel

El Paso, Texas, February ²⁶~~16~~, 1917.

State of Texas,)
)SS.
County of El Paso)

We, Charles Loomis and Ralph W Loomis, each for himself and not one for the other, being first duly sworn, on oath depose and say: That we and each of us are of lawful age and that our post office addresses are respectively El Paso Texas and El Paso Texas; that we and each of us are and for the last twelve years have been familiar with the tracts of land known and designated as lots 6 and 8 of block B and lots 123 and 124 on map of San Elizario, Texas, as compiled by A. Q. Wingo, Surveyor of San Elizario; that we and each of us of our own knowledge know that the strip of land described in agreement to sell entered into between the United States of America and Loomis Farm Company, a corporation, under date of May 2, 1916, and recorded in Book 292 at page 425, Deed Records of El Paso County, Texas, is a portion of the said aforementioned four lots or parcels of land; that the Loomis Farm Company, a corporation, and its associates, Laura A. Loomis, Marie Loomis Mooney and A. M. Loomis and their predecessors in interest have and for more than ten years immediately last past been in open, actual, adverse and notorious possession of the said premises and that such possession has been continuous, uninterrupted and in

JJB

El Paso, Texas, June 6, 1916.

El Paso Title Company,

4th Floor, Two Republics Bldg.,

El Paso, Texas.

Gentlemen:

There is enclosed herewith copy of contract dated May 2, 1916, with the Loomis Farm Company providing for the sale to the United States of 13.33 acres of land situate in El Paso County.

Please prepare abstract of title for this land, returning the contract with the abstract.

Very truly yours,

P. W. Dent,

District Counsel.

Enc.

El Paso, Texas, June 6, 1916.

County Clerk, El Paso County,

El Paso, Texas.

Dear Sir:

There are enclosed herewith for recording in the records of El Paso County the contracts enumerated below:

<u>Contract with</u>	<u>Dated</u>	<u>Acreage</u>
Loomis Farm Co.	May 2, 1916,	13.33 acres;
H.D.Camp and wife	April 22, 1916,	4.81 "
Charles E.Kelly and wife,	May 11, "	2.41 "
W. E. U.Krause	" April 24, "	0.32 "
M.H.Webb	" April 21, "	3.56 "

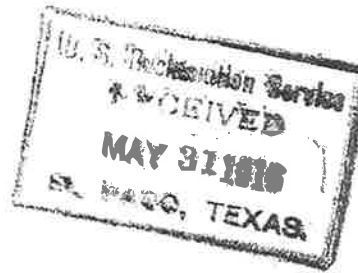
When these contracts have been recorded please submit bill so that payment may be made for this service.

Very truly yours,

P. W. Dent,

District Counsel.

5 Encls.



Chief of Construction

Director & Chief Engineer

Contract May 2, 1916, right of way for Mead drain - Loomis
Farm Co. - Rio Grande proj., Texas.

1. The above described contract is transmitted here-
with for approval.

- - -

CC P.M. El Paso
D.O. "

Chief of Construction

Director & Chief Engineer

Contract May 2, 1916, right of way for Moss drain - Loomis
Farm Co. - Rio Grande proj., Texas.

1. The above described contract is transmitted here-
with for approval.

- - -

CC P.M. El Paso
D.C. "

I hereby certify that the land described in attached agreement dated May 2, 1916, , with Loomis Farm Company is necessary for the purposes authorized by the Reclamation Act, viz., for right of way for the Mesa Drain, Rio Grande project, New Mexico-Texas. In my opinion the consideration agreed upon is reasonable and I recommend that the contract be approved.

R. F. Walter,

Project Manager, U. S. R. S.

El Paso, Texas, MAY 2 1916

Blue
JJB

El Paso, Texas, May 24, 1916.

From District Counsel

To Project Manager R. F. Walter, Denver, Colo.

Subject: Contract with Loomis Farm Co. covering right of way
for Mesa Drain.

1. I am informed that you expect to go to Denver before you return here, and in order that approval of the above contract may not be delayed I am sending the contract and related papers for signature there. Please sign the following:

Auditor's contract and description sheet bound thereto. Have two witnesses subscribe opposite your name on this contract and see that these names are filled in on each of the other copies of the contract, sending also their names to me so that I may complete the office copy of contract;

Original report on land agreement attached to Director's copy of contract;

Original certificate attached to Director's copy of contract;

Affidavit on Returns Office copy of contract;

Form letter of transmittal.

2. Kindly make sure that all of the above papers are signed before passing them to the Chief of Construction.

P. W. Dent.

Encs. as listed on form letter
of transmittal.

Copy to Dist. Counsel in Chg., Denver.

El Paso, Texas, April 10, 1918.

District Counsel Edwin H. Peery,

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

Subject: Supplementary opinion on title of land ~~+~~
purchased from the Loomis Farm Company, for
the Rio Grande Project, -Tex.X.-N.M.

1. I have examined the extensions of abstract Nos. 14589 and 15063 of the Pioneer Abstract Company, from September 28, 1916, date of certificate to abstract No. 20781 of the El Paso Title Company, to April 4, 1918, covering title to two strips or parcels of land containing 6.83 and 6.50 acres of land respectively, and embraced in the contract of sale of the Loomis Farm Company dated May 2, 1916, title to which tracts was made the subject of my opinions of May 18, 1917 and December 28, 1917.

2. From the foregoing examination I find that good title unencumbered has vested in the United States, ~~from~~ except that deed of trust dated August 18, 1914, recorded September 26, 1914, in Book 89, page 370, El Paso County Records, Texas, (Entry No. 96 of the El Paso Title Company Abstract) is not shown to have ~~and no showing made as to taxes.~~ been released. This deed of trust was released May 25, 1917, and recorded June 7, 1917, Bk. 308, p. 190, as I find by personal examination of the records. It should have been included in the first extension of the Pioneer Abstract Company. Correction should be made before the abstract is forwarded. ~~and exempt~~ ~~taxes.~~ These taxes I find from examination of the original receipts have been paid. The voucher may therefore be paid in due course. This opinion may be substituted for mine of March 23, 1918.

E
Edwin H. Peery.

P. W. Dent
CH

El Paso, Texas, April 4, 1918.

Pioneer Abstract Company,

El Paso, Texas.

Gentlemen:

Under date of January 26 of this year abstract was ordered by letter to cover land described in agreement with Jesus Dominguez and wife, copy of the agreement being inclosed for your information.

About ten days ago an abstract relating to Loomis Farm Company lands was turned over to you to be extended to include certain release and any other matters recently of record. This was a supplemental abstract used in connection with Abstract No. 20781 prepared by the El Paso Title Company. ✓

About two weeks ago the abstract relating to land held by Maximo Madrid (agreed to be conveyed to the United States in contract of record dated April 21, 1916) was also turned in for extending.

To date none of these abstracts have been returned. This office requests that you answer in detail as to each of these stating when we may expect them. We are desirous of closing up the transactions to which they pertain and will appreciate your further efforts to complete this work.

Very truly yours,

P W DENT CH

District Counsel.

CH

El Paso, Texas, March 26, 1918.

From District Counsel

To Chief of Construction, Denver.

Subject: Land purchase from Loomis Farm Company - Rio Grande project.

1. Reference is had to letter of December 28, 1917, from District Counsel in Charge of Titles to District Counsel in Charge, Denver, and letter of January 2, 1918, from District Counsel in Charge, Denver, to District Counsel, El Paso.

2. The matters relating to title in the above purchase, as set out in Mr. Peery's letter of December 28 have been taken up and disposed of and the voucher and related papers are returned for payment.

3. A note from the Chief Clerk is also attached, saying that check in payment of this voucher should be mailed to the Project Office at El Paso, as the Service has a claim which is to be settled either wholly or partially by payee indorsing his check back to the Service.

incls.: Voucher, orig. & 2 copies.
2 copies abstract of disbursement.
original contract dated May 2'16.
letter Dec. 28, 1917, from Mr.
Peery to D.C. in Charge, Denver.
letter Mar. 23'18, from Mr. Peery
to D.C. El Paso, with supple-
mental abstract.
orig. and 1 copy warranty deed.
possessory certificate.
abstract of title, including
extension of abstract.
note from chief clerk.

A.C. 60.

El Paso, Texas, March 23, 1918.

From E. H. Peery, District Counsel,
To P. W. Dent, District Counsel, El Paso, Texas.
Subject: Supplemental Opinion in the matter of the purchase
of lands from the Loomis Farm Co. for Rio Grande
Project, New Mexico-Texas.

1. On May 2, 1916, the Loomis Farm Company entered into an agreement with the United States to sell to it two separate parcels of land consisting of 6.50 acres and 6.85 acres, respectively, within the limits of the San Elizario Grant, in El Paso County, Texas, for a consideration of \$602.15. On May 18, 1917, I submitted an opinion upon the state of the title, as shown by the abstract and papers then submitted for examination, in which opinion certain defects were pointed out in paragraphs 16 and 26. The abstract, prepared by the El Paso Title Company, brought the title down to September 28, 1916.

2. Later, a supplemental abstract or extension of the original one, was prepared by the Pioneer Abstract Company, which exhibited the state of title to November 20, 1917, after deed had passed from Loomis Farm Company to the United States, which deed was dated November 15, 1917, and conveyed the parcels of land embraced in the contract of purchase. This supplemental abstract with the voucher and accompanying papers was submitted to me and upon examination, I discovered that the following defects, or liens noted in the previous opinion, still remained undisposed of.

page 2

3. (a) Deed of trust from Laura A. Loomis to W.H. Burges, Trustee, dated December 15, 1910 (Abstract No. 45; opinion par. 16-b.).

(b) Deed of trust by the Loomis Farm Company to W.W. Turney, Trustee, dated August 18, 1914 (Abstract No. 96; opinion par. 26-c.).

(c) Deed of Trust from Laura A. Loomis to W.W. Turney, Trustee, dated August 24, 1914 (Abstract No. 100; opinion par. 26-d.); and

(d) Deed of trust from the Loomis Farm Company to Wm. H. Burges, Trustee, dated December 30, 1910 (Abstract No. 96; opinion par. 26-e.).

4. Attention was further called to the necessity of obtaining a deed from Mrs. Laura A. Loomis, and also to the showing of payment of taxes for the year 1917.

5. From personal examination of the records and original instruments, I find that all of the above matters have been satisfactorily adjusted, so that title has now vested in the United States free of encumbrances, as will appear by a memorandum abstract of the instruments involved, submitted herewith.

6. The consideration named in the agreement of sale may therefore be paid in due course, the Fiscal Agent transmitting with his voucher the usual papers required in the case of land purchases, which should include the memorandum abstract, herewith submitted.

7. The release of the deed of trust, referred to in subdivision (c), in the second preceding paragraph, was recorded

page 3

before the extension of the abstract but was not included in said extension. Before transmitting the papers with the voucher, the attention of the Abstract Company should be called to this omission, and the necessary entry supplied.

8. I have been advised by the attorney for the Loomis Farm Company, that since the closing of the abstract, and before the discharge of the various deeds of trust above referred to, a suit had been instituted by the grantee of the Loomis Farm Company for the purpose of quieting title to the tract of land, out of which the parcels of land conveyed to the United States were taken. An extension of the abstract to cover the various releases of deeds of trust and taxes, as shown by my memorandum abstract, would necessarily include the said suit, as well as a number of deeds said to have been obtained from grantees of lands in what is known as the old Wilmore tract or town site, which was laid out over the premises, and from which certain lots were sold. These interests were passed by me in my examination of the title as having been barred by limitation, and the attorney advised me, that no answers have been filed setting up any claim to the property. The effect of the proceeding would only be to strengthen the title which the United States has acquired. I therefore deem it unnecessary to have the abstract continued to include these transactions.

Enclosure:
Memorandum Abstract.

EDWIN H. PEERY

The First Mortgage Co.,
of El Paso, and
W. W. Turney, Trustee

to

Loomis Farm Company

Release of Deed of Trust,
Dated May 25, 1917,
Recorded June 7, 1917, in
Book 308, page 190,
Records of El Paso County,
Texas.

Releases deed of trust dated August 18, 1914, recorded
September 26, 1914, in Book 89, page 370, El Paso County Records,
given to secure notes aggregating \$16,728.40; duly signed and ac-
knowledgeed with the corporate seal attached.

This releases deed of trust shown at entry No. 96, Abstract
No. 20781 of the El Paso Title Company.

The First Mortgage Co.,
of El Paso, Texas, and
W. W. Turney, Trustee

to

Laura A. Loomis

Release of Deed of Trust,
Dated December 8, 1917,
Recorded same date, in
Book 314, page 125,
Records of El Paso County,
Texas.

Second release of deed of trust, dated August 24, 1914, re-
corded September 26, 1914, in Book 89, page 353, Records of El Paso
County, Texas; shown at page 54 Abstract No. 20781 of the Pioneer
Abstract Company.

The First Mortgage Co.,
of El Paso, and
W. W. Turney, Trustee

to

Laura A. Loomis

Release of Deed of Trust,
Dated December 29, 1917,
Recorded same date, in
Book 315, page 307,
Records of El Paso County,
Texas.

Releases deed of trust, dated August 24, 1914, recorded
September 26, 1917, Book 89, page 361, El Paso County Records. Given
to secure notes aggregating \$16,728.40.

Duly executed and acknowledged; Corporate seal affixed.

Deed of Trust shown page 100 of Abstract No. 20,781, of the
El Paso Title Company.

page 1

The First National Bank
of El Paso, Texas, and
Wm.H. Burges, Trustee,

to

Laura A. Loomis and the
Loomis Farm Company

Release of Deed of Trust,
Dated February 11, 1918,
Recorded same day, in
Book _____ page _____,
Records of El Paso County,
Texas.

Releases deed of trust from Laura A. Loomis to Wm.H. Burges,
Trustee, dated December 15, 1910, recorded January 21, 1911, in Book 58,
page 251, Records of El Paso County, Texas. Given to secure note for
\$7500 payable to the order of The First National Bank of El Paso, Texas
(Abstract No. 45; Opinion par. 16-b.)

Also deed of trust from the Loomis Farm Company to Wm. H.
Burges, Trustee, dated December 30, 1910, recorded January 11, 1910,
Book 54, page 367, El Paso County, Records. Given to secure three notes
for \$5000, each, payable to The First National Bank of El Paso, Texas
(Abstract No. 92; Opinion par. 26-e.)

Laura A. Loomis, Widow,
Charles R. Loomis, and
Ethel W. Loomis his wife

to

The United States of
America.

Quit-Claim Deed,
Dated February 20, 1918,
Recorded February 21, 1918,
In Book 318, page 268,
Records of El Paso County,
Texas.
Consideration \$1.00.

Quit-claims to the United States two parcels of land con-
taining 6.50 acres and 6.83 acres, respectively, as described in
deed from the Loomis Farm Company to the United States of America,
dated November 15, 1917, and recorded November 16, 1917, in Book 316, page
34, El Paso County Records. Shown in extended abstract of the Pioneer
Abstract Company No. 14589.

Duly executed by the parties and acknowledged before J.F.
McKenzie, Notary Public, El Paso County, Texas. Acknowledgment recorded.

Tax C collector

to

Loomis Farm Co
~~THE UNITED STATES~~

Tax Receipt,
Dated January 28, 1918.

Amount, \$130.65

State and County Taxes for the year 1917 on Surveys Nos.
6 and 8, Block "B", San Elizario Grant. PAID

Tax Collector

to
Loomis Farm Co
~~THE UNITED STATES~~

Tax Receipt,
Dated January 28, 1918,

Amount, \$20.43

Taxes for the year 1917 on parts of Surveys 123 and 124,
adjoining the G. H. & S. A. Railway on the south. PAID.

I hereby certify that I have ~~tx~~examined the originals or
the records of the instruments abstracted on the three pre-
ceding pages, including this one, and consisting of seven en-
tries; and that the foregoing sets forth a true abstract of
said ~~several~~ instruments.

Dated at El Paso, Texas, this March 25, 1918.

EDWIN H. PEERY

District Counsel in Charge of
Titles.

J. F. MCKENZIE

CHAS. R. LOOMIS

MCKENZIE & LOOMIS

ATTORNEYS AT LAW

ROOMS 405-9 CAPLES BUILDING

EL PASO, TEXAS

March 22, 1918.

United States Reclamation Service,
El Paso, Texas.

Attention of District Counsel.

Gentlemen:

We herewith enclose check for \$1.00, being
payment for recording quit claim deed of Laura A.
Loomis, et al, in connection with the Mesa drain
extension through the Loomis Farm Company lands,
which recording fee was charged to the Reclamation
Service.

Yours truly,

McKenzie & Loomis.

By *Chas R Loomis*

CRL-D

LAW OFFICES
MCKENZIE & LOOMIS
405 CAPLES BUILDING
EL PASO, TEXAS

March 20, 1918.

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

Gentlemen:

Attention of District Counsel.In RE: Purchase of right of way for
Mesa Drain through Loomis Farm
Company Lands.

We herewith hand you for examination State and County tax receipts for the year 1917, covering the land through which a portion of the Mesa drain extends through the lands formerly belonging to the Loomis Farm Company, and now known as the Krakauer lands; first, certificate number "split" 368, issued February 28, 1918, which covers among other properties Lot 68 in Block B, and the 6.83 acre tract covered by the portion of the Mesa drain which extends through these lands. Supplemental Certificate No. 40 issued on the same date and to the same parties as above. This covers 6.50 acre tract.

We also hand you tax certificates showing the payment of all prior taxes on these lands.

We desire to return these tax certificates to the present owner.

Yours truly,

McKenzie & Loomis,

By *Charles R. Loomis*

CRL-D.

*Ex med & returned
3/24/18 E. J. P.*

El Paso, Texas, Feb.23, 1918.

The County Clerk,

El Paso, Texas.

Dear Sir:

Herewith are inclosed two quit-claim deeds
which please record at your early convenience.

Same will be called for in due time.

Very truly yours,

Asst. District Counsel.

Incs.

Q.C. Deed - Laura A. Loomis et al to the U.S.

" " Herminio Ruiz et ux to the U.S.

LAW OFFICES
MCKENZIE & LOOMIS
405 CAPLES BUILDING
EL PASO, TEXAS

February 8, 1918.

Department of the Interior,
U. S. Reclamation Service,
El Paso, Texas.

Gentlemen:

Attention of District Counsel.In RE: Abstract 6.83 and 6.50 acres
Conveyed by Loomis Farm Company,
For Right of Way of Mesa Drain.Referring to your memorandum concerning this
title:

You called our attention to a deed of trust shown on page 45 of Abstract No. 20781, bearing date December 15, 1910, and recorded in Book 58, page 251. We are investigating this matter, and if the same has not been released, we will see that proper releases are executed.

Handwritten: OK, 1/11/18

You also called our attention to deed of trust shown on page 54 of the said abstract, but which has been released, as shown on page 14 of supplemental Abstract of Title No. 14589, you calling our attention to the fact that this had been released as shown by the said abstract.

Handwritten: OK

You also called our attention to deed of trust shown on page 92, which did not show to be released. In connection with this deed of trust we desire to call your attention to the fact that the land described is a separate tract from the lands through which the Mesa drain passes-- this tract lying South of and across an old river bed from the tract of land in which the 6.5 acres tract is located. This tract of land being a part of what is known as the Howard lands, or the Howard and Zimpleman lands. We will, however, investigate this matter and have the same released, although as above stated it does not cover the lands through which any part of the Mesa drain extends.

Handwritten: 7/11/18

X You called our attention to a deed of trust shown on page 96, given by the Loomis Farm Company to W. W. Turney, Trustee for the First Mortgage Company, which is dated August 18, 1914, and recorded in Book 89, page 370. This tract of land is the same as mentioned in the preceding paragraph. This deed of trust, however, has been released by a release dated the 25th day of May, 1917, recorded in Volume 308, page 190 of the deed records of El Paso County, Texas. This, however, does not appear in the abstract.

Handwritten: OK, 1/11/18

You also called our attention to a deed of trust given by Laura A. Loomis to W. W. Turney, Trustee for the First Mortgage Company, recorded in Book 89, page 361, of the deed of trust records of El Paso County, Texas. This deed of trust covers Surveys 6 and 8, Block "B", through which the Mesa drain is extended, and also the tract above mentioned, which we designate as the "Howard" tract. This deed of trust was released by release bearing date the 25th day of May, 1917, of record in Volume 309, page 95, of the deed records of El Paso County, Texas. This does not, however, appear in the abstract. *Set 648*

You were to prepare, I believe, a quit-claim deed for Laura A. Loomis to sign in connection with this matter, conveying any title that the said Laura A. Loomis, might have acquired under and by virtue of a quit claim deed from the County of El Paso, Texas. We will be glad to have you prepare the same at your early convenience, and we will undertake to have Mrs. Laura A. Loomis execute the same. *OK*

In this connection, we wish to advise you that we recently filed a suit in the name of J. A. Krakauer to clear up the title to all of the lands in Block "B", the greater part of which lies on the Northerly side of the railroad track opposite the Mesa drain at this point, and also Lots 6 and 8, of Block "B", which lies South of the Mesa drain right of way, and also includes the tract of 6.5 acres of land through which the drain extends. This suit is numbered 15,444, and should we have the abstract extended so as to include this matter, it will be at considerable expense, all of which, from a practical viewpoint is unnecessary, since the United States has constructed the drain and is in possession of the same. *OK*

We are herewith return the abstract which you handed us, covering these matters. *CR*

Awaiting your further favors, and assuring you of our willingness to assist you in getting the title to these lands in satisfactory shape for the Department, we remain,

Yours truly,

McKenzie & Loomis,

By *Charles R. McKenzie*

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

Denver, Colo., Jan. 2, 1918.

From District Counsel in Charge

To District Counsel, El Paso, Texas.

Subject: Land purchased from Loomis Farm Company - Rio Grand Project.

1. Enclosed for your appropriate consideration is letter dated December 28, 1917, from District Counsel in Charge of Titles, together with related papers, subject as above, with the request that the requirements of the District Counsel in Charge of Titles as set out in his letter be complied with and the papers be again referred to him for his opinion whether payment may be made.

2. The enclosed papers were referred to this office by the Disbursing Officer and were transmitted by this office to the District Counsel in Charge of Titles as will be noted from the copy of the office letter to him dated December 11, 1917, enclosed.

E. E. Roads

Encs

Let fm DCinChgTitles 12/28/17 with
encs.
cc ofc let 12/11/17 to DCinChgTitles.

CC

PM, El Paso, Texas.

605 Federal Building,
Los Angeles, California.
December 28, 1917.

From District Counsel in charge of titles,

To District Counsel in charge, Denver, Colorado.

Subject: Land Purchased from the Loomis Farm Company, -
Rio Grande Project, El Paso, Tex.

1. I return herewith papers relating to the above purchase, including signed voucher, transmitted with your letter of the 11th instant. I find the following obstacles to the present payment of the voucher:

2. Deeds of trust have not been released as required in paragraph 16, subd. (b), and in paragraph 26, subds. (c), (d), and (e) of my opinion of May 18, 1917.

3. In subdivision (b) paragraph 16 of my said opinion, attention was called to a shortage in the land proposed to be conveyed requiring a deed from the County Commissioners or County Court of El Paso County. This defect and other minor defects in description passed on the former examination, was probably the reason of deeds shown at Nos. 12 and 15 of the supplemental abstract of the Pioneer Abstract Company now submitted with the voucher; but the grantee in these deeds have not since conveyed her interest, and her previous deed of quitclaim would not pass the after acquired title. Another deed should be obtained from Laura A. Loomis, the said grantee.

4. Taxes for 1917, as shown by certificate following No. 15.

Encls.

Copy to D.C. El Paso, Texas.

EDWIN H. PERRY

Ad haec bona nota
 coram d. Abstract
 Abst. 196. 5/25/77
 100 abstr
 26/1/77 100
 314 ✓
 125-
 # 1888

(c) and (d)

cord Mch. 9, 1918
file on 1888-315
30

(Burgess) re

shortage in fund covered by A.C.D. New for record 7/25/68

In regard to taxes, deed to the United States has already
 sed dated last November, which will account for the

and extensio

315-
307

Lacks: 3/20/18.

1. Preparation of Memo abstract.
2. Deed from Mrs. Fournier from Co. Recorder.
3. Copies of Tax receipts.
4. Supplemental Opinion.

Note: When papers go forward include memo of chck to have check sent to office. EHP.

El Paso, Texas, Nov.15, 1917.

The County Clerk,
El Paso, Texas.

Dear Sir:

Herewith is inclosed warranty deed dated November 15, 1917, from Loomis Farm Company to the United States for right of way - Mesa Drain.

Please record said deed at your early convenience.

Very truly yours,

Asst. District Counsel.

El Paso, Texas, Nov.13, 1917.

McKenzie & Loomis,
Caples Building,
El Paso, Texas.

Gentlemen:

Herewith is inclosed for execution by the Loomis Farm Company, warranty deed covering land to be conveyed to the United States for right of way - Mesa Drain.

An early return of this deed properly executed will be appreciated for the reason that it is desired to have it recorded before the abstract is extended in order that it may be included in such extension.

Thanking you for your courtesy, I am,

Very truly yours,

Asst. District Counsel.

J. F. MCKENZIE

CHAS. R. LOOMIS

MCKENZIE & LOOMIS
ATTORNEYS AT LAW
ROOMS 405-9 CAPLES BUILDING
EL PASO, TEXAS

November 1, 1917.

United States Reclamation Service,
Mills Building, El Paso, Texas.

Attention of Mr. A.B. Preuss,
Assistant District Counsel.

Dear Sir:

Referring to your favor of October 25th,
beg leave to advise that we have filed for recordation with
the County Clerk, of El Paso County, Texas, the following:

The quit-claim deed from Laura A. Loomis
and Chas. R. Loomis to Loomis Farm Company, dated
June 7, 1917.

Quit-claim deed from Marie L. Mooney and her
husband James L. Mooney.

In reference to the quit claim deed from the
County Commissioners, beg leave to advise that in view of
the attitude of our local courts in reference to such a
deed for the purpose of conveying title to land in the
San Elizario Grant (where this property lies) we do not
think this would be of any value, and the recording of
the same would be needless expense. We will be glad to
go over this matter with you, however, if you desire.

As we understand it the records now show a re-
lease of the deed of trust and the payment of taxes, and
the abstract when extended will show these matters.

Awaiting your further favors, we remain,

Yours truly,

McKenzie & Loomis

By *Chas R Loomis*

CRL-D

NOV 2 1917

El Paso, Texas, Oct.25, 1917.

McKenzie & Loomis,

Caples Building,

El Paso, Texas.

Gentlemen:

Referring to my telephone communication with you of the 23rd instant.

I am returning executed quit claim deed dated June 7, 1917, from Laura A. Loomis and Charles R. Loomis and wife to the Loomis Farm Company with the request that it be recorded as per Article 3 of Agreement to sell dated May 2, 1916, and returned again to this office: also, kindly have the quit claim deed from Marie L. Mooney and her husband, which was forwarded to you May 31, 1917, executed and recorded, together with quit claim deed from the County Commissioners.

As the abstract when extended should show release of deed of trust mentioned in your letter of June 10, 1917, and payment of taxes, warranty deed covering proposed purchase will be forwarded for execution upon receipt of the above named quit claim deeds properly executed and recorded.

Thanking you in advance for your early attention to this matter, I am,

Very truly yours,

Asst. District Counsel.

El Paso, Texas, June 14, 1917.

McKenzie and Loomis,
Caples Building,
El Paso, Texas.

Gentlemen:

Referring to your letter of the 10th instant advising that the certain deeds of trust mentioned in the opinion submitted have been released.

The quit-claim deed signed by Laura A. Loomis and Charles R. Loomis and wife is being returned to you herewith for recordation: and the deed from Mr. and Mrs. Mooney, and the quit-claim deed from the County Commissioners should also be recorded before forwarding to this office, in order that they may be included when the abstract is returned for extension.

Thanking you for your cooperation in this matter,
I am,

Very truly yours,

W. P. DENT

District Counsel.

J. F. MCKENZIE

CHAS. R. LOOMIS

MCKENZIE & LOOMIS
ATTORNEYS AT LAW
ROOMS 405-9 CAPLES BUILDING
EL PASO, TEXAS

June 10, 1917.

Hon. P. W. Dent,
Dist. Counsel U.S.R.S.
El Paso, Texas.

Dear Sir:-

In reference to the title of the two tracts of land conveyed by Loomis Farm Company and Laura A. Loomis to the United States for the Mesa Drain, beg to advise that we mailed you a quit-claim deed to these two tracts signed by Laura A. Loomis, Chas. R. Loomis and wife. On the 8th a release of deed of trust was filed by the First Mortgage Company releasing the deeds of trust mentioned in the opinion submitted on this tract and described in the form of deed of trust submitted by you. While we have not examined the release of deed of trust, we are informed that it fully released the deed of trust mentioned and the same was prepared by the attorneys for the First Mortgage Co., We have not yet received the deed from Mr. and Mrs. Mooney or the quit-claim deed from the County Commissioners, but will do so as soon as possible.

Awaiting your further favors concerning this matter, we are

Yours very truly,

MCKENZIE AND LOOMIS

By

Chas R Loomis

*to other deeds put
from abstract
CRL-S extended
to cover release etc*

J. F. MCKENZIE

CHAS. R. LOOMIS

MCKENZIE & LOOMIS
ATTORNEYS AT LAW
ROOMS 405-9 CAPLES BUILDING
EL PASO, TEXAS

June 4, 1917.

Hon. P. W. Dent,
District Counsel, U. S. P. S.
El Paso, Texas.

Dear Sir:-

RE - Title to Mesa Drain property conveyed by Loomis
Farm Company

Beg to acknowledge receipt of your letter of May 31st, concerning the above matter with the enclosures and we will have the papers executed as soon as possible. The release of deeds of trust will have to be sent to Chicago for the signature and acknowledgment of Mr. W. E. Burges and as soon as these instruments have been executed we will hand same to you.

We have prepared petition to the County Commissioners requesting the execution of the deed you required and should have same within a few weeks.

Awaiting your further favors concerning this matter, we remain,

Yours very truly,

MCKENZIE AND LOOMIS

By *Chas R Loomis*

CRL-S

El Paso, Texas, May 31, 1917.

McKenzie & Loomis,
Caples Building,
El Paso, Texas.

Gentlemen:

Replying to your letter of the 25th instant, I beg to advise that the original tax receipts referred to in your letter were not inclosed. This, however, is immaterial since the abstract of title when extended will show the payment of taxes.

In accordance with your request, I have prepared and herewith transmit the following papers:

1. Quit-claim deed to be executed by Laura A. Loomis, and Charles R. Loomis and Wife, to Loomis Farm Company;

2. Quit-claim deed to be executed by Marie L. Mooney and her husband to Loomis Farm Company;

3. Release of the several deeds of trust in favor of the First Mortgage Company and the First National Bank covering the property to be conveyed to the United States.

It will be noted that the quit-claim deeds likewise cover only the property to be conveyed to the government which is presumably the way you desire the matter

handled.

I understand from your letter that you will prepare and present a petition to the County Commissioners and secure from that body the usual form of deed executed in such cases.

After all of these matters have been attended to, will you kindly advise so that abstract may be forwarded to the Company for extension.

Very truly yours,

3 encls.

District Counsel.

J. F. MCKENZIE

CHAS. R. LOOMIS

MCKENZIE & LOOMIS
ATTORNEYS AT LAW
ROOMS 405-9 CAPLES BUILDING
EL PASO, TEXAS

May 25, 1917.

Hon. P. W. Dent,
District Counsel, Mills Building,
El Paso, Texas.

Dear Sir:-

Beg to acknowledge receipt of your favor of the 21st in reference to the title to the two tracts of land conveyed by Loomis Farm Co., to the United States for the Mesa drain consisting of a 6.83 acre tract and a 6.50 acre tract, and in reply will be glad to do anything that we can to aid in getting the title to these lands in proper shape.

In reference to the back taxes, costs and penalties have been paid as well as the taxes for the past year and we hand you herewith original tax receipts for your inspection, which kindly return to us for our files. A redemption certificate from the Comptroller will be issued in due time which will be filed. This disposes of the question of taxes.

As you have the abstract to these lands, if you will prepare the corrective instruments desired we will be glad to have the same executed without delay.

Referring to the judgment held by the writer would prefer to execute a quit-claim deed to the particular tracts of land rather than a release of the judgment. This quit-claim deed together with the one to be executed by Mrs. Laura A. Loomis can be in one instrument. ✓

The release of the First Mortgage Co's. deeds of trust mentioned can also be embodied in one instrument. This will save recording fees. ✓

We will prepare a petition and present same to the County Commissioners asking them to execute such quit-claim deed as you may desire and will prepare same in reference to this matter.

The deed conveying the interest of Marie Loomis Mooney and her husband, J. S. Mooney, might be in a separate instrument as Mr. Mooney is in the army and we would have same forwarded to him as soon as the deed is prepared.

In reference to the Willmore matters, the writer has recently had prepared and executed several deeds covering the Willmore claims and these matters will within a short time be cleared up insofar as the title to the lands conveyed to the

United States Government for the Mesa drain are concerned.

Assuring you of our appreciation of your interest in this matter and of your assistance in kindly preparing the instruments desired. We appreciate your statement that the title to these lands is very complicated, the writer having had occasion to recently investigate this as well as other lands belonging to the Loomis Farm Company.

Yours very truly,

HOWARD AND LOOMIS

By *Chas R Loomis*

CPL-3
Enclosures

May 21, 1917.

Charles R. Loomis, Esquire,
405 Caples Building,
El Paso, Texas.

My dear Mr. Loomis:

I have just received from the examiner of titles at Los Angeles an opinion upon the title of the Loomis Farm Company to land required by the Reclamation Service in connection with the Mesa Drain and for your information inclose herewith a copy of this opinion.

Several defects in title have been noted to which your attention is directed as follows:

In connection with the tract containing 6.83 acres, in paragraph 7 on page 4, it is suggested that there be obtained a deed from the Commissioners' Court since I believe the town of San Elisario is now without authority to execute the necessary deed.

In paragraph 15 on page 7, it is suggested that you execute a formal release of judgment mentioned, or if

you prefer, a quit-claim deed to the United States covering the land required for drain would be satisfactory.

The deeds of trust mentioned on page 8 should be released as to the land to be conveyed to the United States. This is the usual way in which we handle matters of this kind and I presume no difficulty will be encountered in securing a limited release of this character. The taxes mentioned on page 8 should also be paid or other satisfactory arrangements made.

In the other tract comprising 6.51 acres, defects are noted as follows:

Paragraphs 20 and 21, page 11, call attention to erroneous descriptions contained in certain deeds mentioned.

In paragraph 22, page 12, reference is made to the interest of Laura A. Loomis. It is suggested that the best way to handle this, perhaps, would be to have the said Laura A. Loomis join in a deed to the United States.

The deeds of trust mentioned in paragraph 26 should be released as to the land desired by the United States and the taxes therein noted should be paid or other satisfactory arrangements made to remove the lien against the land required by the United States.

In case you desire to secure from the County Commissioners a deed covering only the property in the first tract mentioned desired by the United States, I shall be glad to furnish you a description of this property.

This title is very complicated and it may be that you would like to examine the abstract of title and other papers including numerous plats which accompany the same. If so, I shall be glad to show them to you any time you may care to call at the office, or if you prefer, I will mail them to you for examination.

Any assistance that I can give you in correcting the defects mentioned, I shall be glad to render.

Very truly yours,

District Counsel.

148+47
N 52° 47' E
N 37° 13' W 12'
50'
S 37° 13' E 12'

283.3
312.6
297.7
373.9
331.4
1598.9

142+91.5
P.T.

P.I. 134+75.54

R = 11854.3
R₁ = 11904.3
R₂ = 11804.3

Δ = 7° 54'
D = 0° 29' L
L = 16345
T = 818.54
PI = 134+75.54

N 37° 13' W 12'
N 55° 49' W 12.5'
S 29° 24' E
126+57.0
P.C.
126+57.0
N 29° 24' W
120+17
S 48° 07' W

Right of Way through the Property
of the Loomis Farm Co.(Inc.)
Carl Loomis, Pres.
Secs. 29, 20, & 19 T. 33 S. R 8 E
6.50 Acres.

W.D 11/15/17
Recorded 11/19/17
Book 316 Page 34

8A

DEPARTMENT OF THE INTERIOR U.S. RECLAMATION SERVICE	
RIO GRANDE PROJECT N.M.-TEX. MESA DRAIN, EL PASO VALLEY. Scale: -1"=400'	
Des. M.V.C.	Rec'd.
Cad. M.V.C.	APP
Sub.	
E900L98	YSLETA, TEX. 1020-15

CH

El Paso, Texas, May 10, 1918.

From District Counsel

To District Counsel in Charge, Denver.

Subject: Opinion dated May 18, 1917, by Mr. Peery, on
Loomis Farm Purchase - Rio Grande Project.

1. In answer to letter of May 8 the above opinion
is transmitted herewith.

P W DENT CFH

incl.

650
68 1/2
193 1/2

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

TRAMWAY BUILDING
DENVER, COLORADO

May 8, 1918.

OFFICE OF CHIEF COUNSEL
DENVER DIVISION

From District Counsel in Charge,
To District Counsel, El Paso, Texas.
Subject: Land purchase from Loomis Farm Company -
Rio Grande Project.

1. The Chief of Construction's office has referred to this office your letter addressed to the Chief of Construction, May 6, 1918, with which was transmitted voucher and title papers relating to purchase of land from Loomis Farm Company under agreement to sell dated May 2, 1916.

2. There has been some previous correspondence with regard to this land purchase, the papers having been referred to this office December 11, 1917 by the Disbursing officer, and transmitted by office letter of the same date to District Counsel in Charge of Titles, Los Angeles, California, to the end that he might examine abstract of title No. 14,589 prepared by the Pioneer Abstract Company, in order that it might be ascertained whether the requirements of his opinion of May 18, 1917 to you had been complied with.

3. The papers were returned to this office with letter of December 28, 1917 from District Counsel in Charge of Titles, and were in turn transmitted to your office by office letter of January 2, 1918, to the end that the opinion of December 28, 1917 might be complied with.

4. It now appears, from the letters of March 23, 1918 and April 10, 1918 to you from the District Counsel in Charge of Titles, that payment may be made, but in checking the matter it has been found that the opinion of the District Counsel in Charge of Titles to you of May 18, 1917 is not with the papers.

5. The papers will be held in this office pending receipt of the opinion of May 18, 1917, which you will please transmit as soon as possible.

6. It is noted that your letter of May 6, 1918 was addressed to the Chief of Construction. This, of course, was erroneous, and it is requested that you bring the matter to Mr. Harvey's attention, to the end that he may prepare correspondence for your signature as contemplated by the regulations set out at paragraph 2, page 227 of the Manual.

7. It would also be well for you to caution Mr. Harvey that care should be exercised when transmitting land purchase vouchers to see that all the related papers are enclosed.

E E Roddis

CH

El Paso, Texas, April 11th 1918.

Pioneer Abstract Company,
First National Bank Building,
El Paso, Texas.

Gentlemen:

Returned herewith is Loomis Farm Company abstract. Our Mr. Peery has noted one addition that should be put on this abstract, namely, a release of deed of trust, of May 25, 1917, recorded June 17, 1917, Book 308, page 190. This release applies to trust deed recorded in Book 89, page 370. Will you kindly include this item in the abstract?

Referring to the matter of land involved in the Willmore plat, which it was thought by this office possibly should not have been put into the abstract, you are advised that we have to-day O.K'ed. your bill for the work as it stands and have passed it for payment.

Thanking you for the above, I am,

Very respectfully,

P W DENT CPH

District Counsel.

incl.

good faith and under color of title, claiming to be the owners thereof, having cultivated and enclosed the said premises with a good and substantial fence and are and have been cultivating the same and raising crops thereon; that all of the land described in the aforementioned agreement to sell between the United States of America and the Loomis' Farm Company lies within the tract or tracts of land claimed by the Loomis Farm Company, and its associates, Laura A. Loomis, Marie Loomis Mooney and A. M. Loomis, as hereinabove set forth.

And further affiants saith not.

Char R Loomis
Ralph W Loomis

SUBSCRIBED AND SWORN TO before me this 16th day of February, A. D. 1917.

St. George
Notary Public

My commission expires June 1st 1917

El Paso, Texas, June 6, 1916.

Loomis Farm Company,
C/o Charles R. Loomis, Esq.,
Caples Bldg.,
City.

Gentlemen:

This is to advise that the contract with you dated May 2, 1916, providing for the sale to the United States of 13.33 acres of land required as right of way for the Mesa Drain, was approved by the Acting Comptroller of the Reclamation Service on June 2, 1916.

Abstract of title is this date being ordered from the abstract company and upon its receipt will proceed with the consummation of the purchase.

Very truly yours,

District Counsel.

ALFALFA FARM
CATTLE FATTENED
CATTLE AND STOCK
GRAZED ON ALFALFA
BY THE MONTH
ENSILAGE FEED
CHICKENS AND
SQUABS FOR SALE

THE LOOMIS FARM
FABENS, TEXAS

WE SELL
HOME-MADE
BUTTER
REGISTERED AND
PEDIGREED HOGS
BROOD SOWS
TURKEYS
GUINEA HENS

May 22nd, 1916.

Department of the Interior,
United States Reclamation Service,
Office of District Council; Twelfth Floor Mills Bldg.,

Gentlemen:-

We beg to enclose you new sheet " Tract #1"
properly signed by Mrs Laura A. Loomis and Ralph W. Loomis.

Trusting this is entirely satisfactory, we
remain,

Very truly yours,

LOOMIS FARM COMPANY

Per Ralph W. Loomis
Secretary.

RWL:J

El Paso, Texas, May 16, 1916.

Charles R. Loomis, Esq.,
Caples Bldg.,
El Paso, Texas.

Dear Sir:

Please have the enclosed correction sheet containing land description of right of way for the Mesa Drain proposed to be conveyed to the United States signed by "Laura A. Loomis" and "Ralph W. Loomis". The old sheet, signed by them, is enclosed and may be destroyed. It will not be necessary to change the main part of the contract which has already been signed.

It seems that when Mr. Gaal came to sign his contract our engineering department discovered that the land, or a portion thereof, which was supposed to be owned by Mr. W. E. U. Krause, was claimed by Gaal, and this change has affected the acreage to be conveyed to the United States by the Loomis Farm Company, W. E. U. Krause, and I. G. Gaal as originally shown, necessitating the changing of the description of land in these contracts. It will be noted that the acreage to be conveyed by the Loomis Farm Co. is now seven-tenths of an acre less than the original sheet shows, and I presume for this reason especially Mrs. Loomis will have no objection to having the sheet signed and returned with as little delay as possible.

Thanking you for your trouble in this matter, I am,

Very truly yours,

Enc.

P. W. Dent,
District Counsel.

Tract No. 1.

Beginning at the southeast corner of the tract to be conveyed, from which point the northwest corner of Section twenty-nine (29), Township Thirty-three (33) South, Range Eight (8) East, N. M. P. M., bears north $55^{\circ} 49'$ west, one thousand seven hundred and five (1,705) feet; running thence south $48^{\circ} 07'$ west, fifty-one and three-tenths (51.3) feet along the property line between said tract and land of W. E. U. Krause to Station 120+17 on the center line of the proposed Mesa Drain; thence on same course and property line fifty-one and three-tenths (51.3) feet; thence north $29^{\circ} 24'$ west, six hundred fifty-one and one-tenth (651.1) feet; thence to the left along a curve of 11,804.3 feet radius, one thousand six hundred twenty-seven and six-tenths (1,627.6) feet measured on 100 foot chords; thence north $37^{\circ} 18'$ west, five hundred forty-three and five-tenths (543.5) feet; thence north $37^{\circ} 13'$ west, twelve (12) feet to property line between said tract and land of H. H. Webb; thence north $52^{\circ} 47'$ east, fifty (50) feet along said property line to Station 148+47 on the center line of the proposed Mesa Drain; thence on same course and property line fifty (50) feet to the property line between said tract and right of way of the G., H. & S. A. R. R., thence south $37^{\circ} 13'$ east, twelve (12) feet along said property line; thence south $37^{\circ} 18'$ east, five hundred forty-three and five-tenths (543.5) feet along said property line; thence to the right along a curve of 11,904.3 feet radius, one thousand six hundred forty-one and four-tenths (1,641.4) feet along said property line, measured on 100 foot chords; thence south $29^{\circ} 24'$ east, six hundred twenty-eight and nine-tenths (628.9) feet along said property line to point of beginning, containing six and fifty one-hundredths (6.50) acres more or less.

Tract No. 2.

Beginning at the southeast corner of tract herein described, from which point the northeast corner of Section Nineteen (19), Township Thirty-three (33) South, Range Eight (8) East, N.M.P.M., bears north $21^{\circ} 45'$ east, two thousand eight hundred and thirty-four (2,834) feet, thence south $52^{\circ} 47'$ west, fifty (50) feet to Station 163+99 on the center line of the proposed Mesa Drain, thence south $52^{\circ} 47'$ west, fifty (50) feet, thence north $37^{\circ} 09'$ west, one thousand four hundred and one (1,401) feet, thence north $37^{\circ} 15'$ west, one thousand five hundred and thirty-six (1,536) feet, thence north $18^{\circ} 40'$ east, one hundred and twenty-four (124) feet to a point on the dividing line between the G., H. & S. A. R. R. right of way and the property of the Loomis Farm Company, thence south $37^{\circ} 15'$ east, seventy (70) feet along said division line to Station 193+60 on the center line of the proposed Mesa Drain, thence south $37^{\circ} 15'$ east, one thousand five hundred and thirty-eight (1,538) feet along said division line; thence south $37^{\circ} 09'$ east, one thousand four hundred and one (1,401) feet along said division line to the place of beginning, containing six and eighty-three (6.83) acres.

Mrs. Laura A. Loomis,
Ralph W. Loomis,

We, the members of appraisal board, appointed respectively by the Board of Governors of the El Paso Valley Water Users' Assoc. and by the Project Manager of the Rio Grande project, to fix a maximum price to be paid the Loomis Farm Company for certain land belonging to said company which is required by the Reclamation Service for right of way in connection with the proposed Mesa Drain, do hereby report that we have carefully considered this matter and believe the maximum valuation of the land proposed to be acquired from this company is about \$1,300.00. This is based on a price of \$100.00 per acre for 11.33 acres which are cultivated, and \$60.00 per acre for 2 acres of uncultivated land.

(Signed) J. A. Smith.

For and in behalf of the El Paso
Valley Water Users' Association.

(Signed) John I. Buck

For and in behalf of the Reclamation
Service.

El Paso, Texas, May ~~24~~¹, 1916.

El Paso, Texas, May 1, 1916.

Mr. C. N. Bassett,
C/o The State National Bank,
City.

Dear Sir:

Reference is made to your letter of April 27. Pursuant to your 'phone conversation with Mr. Buck of this date, \$3.65 has been added to the amount given in your letter, and there is enclosed for execution by the Loomis Farm Company the contract providing for the payment of \$602.15 for 14.03 acres of land required in connection with right of way for the Mesa Drain.

The latter amount has been arrived at by taking the amount of water rental charges furnished by Mr. Winter, \$415.55, and adding thereto the sum of \$29.10 to cover penalties for 7 months and to that amount \$157.50, the assessments of the water users' association. We thought that adding the penalties for 7 months and giving the Loomis Co. such amount would be no more than just, inasmuch as we will be unable to give a release of the \$602.15 and can only pay said amount after the contract has been approved and title found to be satisfactory. Seven months has been used as an estimate only of the time the vendor will have to wait for payment. I assume that the amount given in your letter is net and consequently have eliminated clause 2 of the contract so that the United States will furnish ab-

stract of title.

The contract should be executed on the line allotted for vendor's signature in the presence of two witnesses and acknowledged before a notary. If the company is a corporation please give the state under which organized. In such case the signature should be in the usual corporate name followed by the name and title of the person having authority to execute contracts in behalf of the corporation, and a certificate under seal of the company, if there is a seal, that the officer signing the contract is authorized to do so should accompany the contract when the instrument is returned. The seal should likewise be affixed to the contract. If the company has no seal the certificate aforesaid should state that fact.

If the company is a copartnership each member thereof should execute the contract.

Please have the Loomis Farm Company also sign the sheet pinned to the contract, containing the description of the land.

Very truly yours,

P. W. Dent,

District Counsel.

THE STATE NATIONAL BANK

C. R. MOREHEAD, President
 JOSEPH MAGOFFIN, Vice President GEO. D. FLORY, Cashier
 C. N. BASSETT, Vice President L. J. GILCHRIST, Ass't Cashier

EL PASO, TEXAS

April 27th, 1916.

U.S. Reclamation Service,

Mills Building,

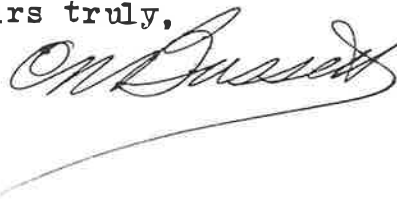
El Paso, Texas.

My dear Mr. Buck:

I am today in receipt of a letter from Mr. Chas. R. Loomis, representing Mrs. Loomis in the lower valley, in which she claims that on account of unpaid water rent and other assessments by the Water Users Association, she is indebted to the extent of \$598.50, upon a release from which she will make a deed to the four ^{teen} acres for right-of-way for the drainage canal. (14)

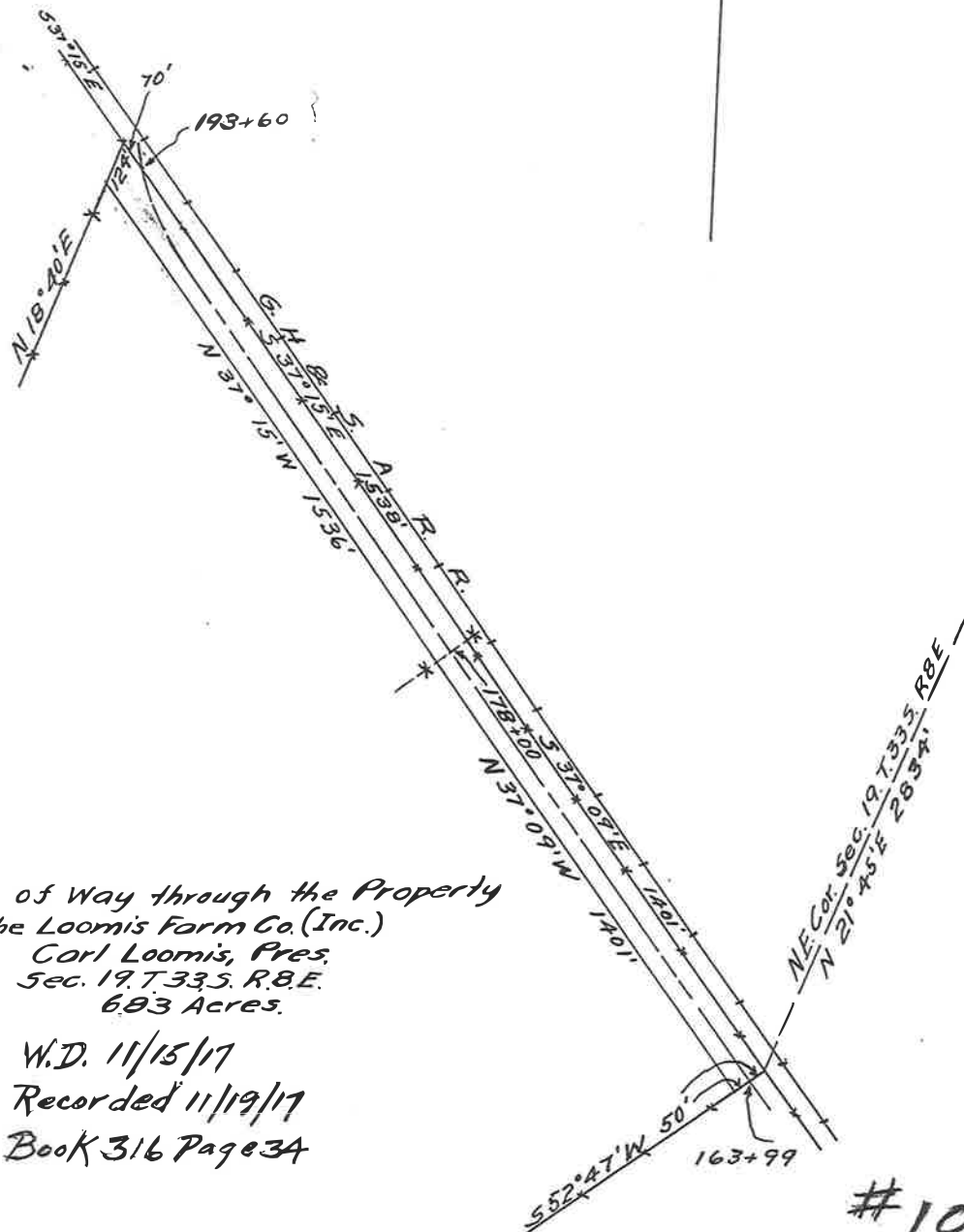
Kindly make out a deed embodying that consideration and mail it to me, together with a small map, as customary.

Yours truly,



CNB-S

\$602.15
 598.50
 \$3.65



Right of Way through the Property
of the Loomis Farm Co. (Inc.)

Carl Loomis, Pres.
Sec. 19, T. 33 S. R. 8 E.
683 Acres.

W.D. 11/15/17
Recorded 11/19/17
Book 316 Page 34

DEPARTMENT OF THE INTERIOR U. S. RECLAMATION SERVICE	
RIO GRANDE PROJECT N.M.-TEX. MESA DRAIN, EL PASO VALLEY Scale: - 1" = 500'	
Des. H.V.C. C.A.D. H.V.C. Sub	Rec'd. App.
E900L48 YSLETA, TEX. 1022-15	

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

El Paso, Texas, May 24, 1916

Ch. of Constr.

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

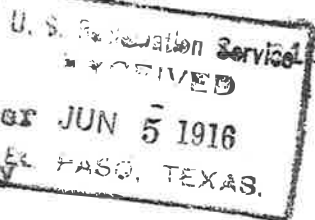
Subject: Forwarding contract for approval.

The contract described below is forwarded herewith for approval:

Date May 2, 1916.

Executed by H. F. Walter

With Loomis Farm Company



Grande

project

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

Purpose: Right of way for Mesa Drain

~~Notes:~~ Memo. of Asst. Dir. Counsel dated May 19, 1916, submitted with contract dated Apr. 21, 1916, with Maximo Madrid and wife, applies also in this case.

No public notice has been issued for Rio Grande project.

Advise Ch. of Construction at Denver, Colo.

(copy to Project Manager at El Paso, Texas)

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

Estimated amount involved, \$642.15 Authority No. _____

Orig. contract for Auditor with _____

Copy " " Director with orig. rept. on

Encls. " Land Agr't and orig. Proj. Agr's certificate, R.F. Walter.

" contract for Returns Office with affl. of dis.,

" contract for Ch. of Constr. with copy of rept. on

Land Agr't and copy of Proj. Agr's certificate.

Orig. Rept. of Appraisal Board for Director, with copy for

Ch. of Constr. Washington, D. C. JUN 2 - 1916

Approved by H. P. Seldomara, Acting Controller, U. S. R. S.

Date of approval JUN 2 - 1916

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

enclosed for record

A. P. Davis,
Director & Chief Engineer.