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| QUITT-CLAIM DEI SINGLE AND WIFE'S SEPARA ACKNOWLEDGMENTS ACKNOWLEDGMENTS  | Filed for record, this day of o'clock and By ELLISBROS, PRINTING CO., EL PASO  |
|---|--|
| 9 5 <u>-</u> 7  |  |
| THE STATE OF TEXAS.   | A THE THE STATE OF |
| COUNTY OF EL PASO.  |  |
| Before me, Geo. W. Hoadley, a Note  | ry Public in and for   |
| El Paso County, Texas, on this day personally appeare   | 70 6116 101  |
|   | o Apodaea  |
|   | bscribed to the foregoing instrument, and acknowledged to  |
| me that he executed the same for the purposes and Given under my hand and seal of office, this My come expires June 1,1921.   | 5th day of July , A. D. 1919   |
| we be did at the way.   | Notery Public.   |
| El Paso County, Texas on this day personally appeared   | ary Public in and for Soledad G. de Apodaca wife of  |
| Anacleto Apodaca  | known to me to be the person whose name is subscribed  |
| the same fully explained to her, she, the said. So led ment to be her act and deed, and declared that she had eration therein expressed, and that she did not wish to Given under my hand and seal of office, this  | d by me privily and apart from her husband, and having ad G. de Apodaca acknowledged such instru- willingly signed the same for the purposes and consid- reract it.  5 th day of July A. D. 19   |
| My com. expires June 1,1921.  | Geo.W. Hoadley   |
|   | Notary Public.   |
| THE STATE OF TEXAS, COUNTY OF EL PASO.  | I  |
| Court of said County, do hereby certify that the above is   | nstrument of writing, dated on the   |
| office this day of | certificate of authentication, was filed for record in my  A. D. 19, at  |
| in the records of said County, in Volume 372<br>Witness my hand and the seal of the County County   | on Pages   |
| year last ahore written   | - , J will   |

Clerk County Court, El Paso County, Texas.

..., Deputy.

year last above written.

SEP 261919 SU. TEXAS

## DEPARTMENT OF THE INTERIOR

UNITED STATES RECLAMATION SERVICE

Washington, D. C.

SEP 22 1919

From Assistant to the Director

Project Manager, El Paso, Tex. To

Subject: Cancellation of contract of May 21, 1919, with Anacleto Apodaca- land purchase- Rio Grande

project.

1. For reasons set forth in your letter of Sept. 5, 1919, relative to the above matter, you are hereby authorized to cancel the said contract.

Morris Dien

Copy to C. of C.

From Project Manager

To Director and Chief Engineer, Washington.

Subject: Contract with Anacleto Apodaca, dated May 21, 1919, for land purchase - Rio Grande Project.

- 1. The above described contract carries a consideration of \$250, fixed with the understanding that contractor should pay for title guaranty costing \$15, and also that the contractor had an abstract of title that could be loaned for use in securing title guaranty. It now appears that the contractor is unable to produce an abstract of title, and a new one would east, we are advised by the District Counsel, approximately \$80. We are also advised by District Counsel that a careful examination has been made of the title and possessory rights in contractor and same have been found good, the contractor having been in undisputed possession of this land for a great many years.
- 2. In view of the relative amounts involved, a donation deed has been obtained from contractor and is now in the possession of this office. A contract will be made to settle for improvements on the land. No reduction in consideration is to be made in the new contract on account of the contractor being relieved of the cost of the title guaranty, as the price to be paid, as will appear from the certificate of recommendation which will accompany the contract for improvements, is already below that held out for by the contractor. The above procedure to be carried out upon cancellation of the contract of May 21, 1919, and the recommendation is here made that such contract be cancelled.
- 3. We appreciate that your office has recently been called upon for a number of similar cancellations, but the abstracting work in this neighborhood is very far behind, with no relief in sight, some of our work ordered last spring still being undelivered. Even when the right of way matters are concluded as expeditiously as possible by denation deeds, a great many inquiries are made and considerable dissatisfaction expressed by the landowners at the length of time taken up before they can be paid their money, and for these reasons we desire to do everything possible to avoid any delay and the consequent criticism.

Copy to G.C. Denver. D. C. El Paso. L M LAWSON

#### CERTIFICATE

I HEREBY CERTIFY with reference to the following described lend:

A tract of land in the Southeast quarter of the Southeast quarter. Section 7, and the Southwest quarter of the Southwest quarter, Section 8, Township 32 South, Range 7 East, U.S. R.S.Survey, more particularly described in quitclaim deed dated July 5, 1919, running from Anacleto: Apodaca and wife to the United States of America:

That the tax records of said county indicate Anacleto Apodaca, the reputed owner, to be the actual owner; that there are no unsatisfied mortgages or other liens existing against said land; and that the land is not occupied adversely to the reputed owner.

El Paso, Texas,

July 7, 1919.

C.F.Harvey

Clerk.

El Paso, Texas, June 25, 1919.

Mr. Ansoleto Apodaca, Ysleta, Texas.

#### Dear Bir:

In connection with your contract to convey land to
the United States for right of way for the middle drain,
we desire the loan of your abstract of title, if you have
one. This abstract will be returned to you promptly as
soon as title guaranty issues. If you have no abstract,
kindly so advise at once, and it is probable that another
kind of agreement can be arranged whereby the payment to
you can be facilitated for money due on this purchase.

Very truly yours.

C # HARVEY

Assistant District Counsel.

The vendor expressly warrants that he has employed no third person to solicit or obtain this contract in his behalf, or to cause or to procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that he has not paid, or promised or agreed to pay, to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission, or percentage upon the amount receivable by him hereunder; and that he has not, in estimating the contract price demanded by him, included any sum by reason of any such brokerage, commission or percentage; and that all moneys payable to him hereunder are free from obligation to any other person for services rendered, or supposed to have been rendered in the procurement of this contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the United States, and that the United States may retain to its own use from any sums due or to become due thereunder an amount equal to any brokerage, commission, or percentage so paid or agreed to be paid. Provided, however, it is understood that this covenant does not apply to the selling of goods through a bona fide commercial representative employed by the vendor in the regular course of his business in dealing with customers other than the Government and whose compensation is paid, in whole or in part, by commissions on sales made, nor to the selling of goods through established commercial or selling agents or agencies regularly engaged in selling such goods.

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

| Witnesses:  | avalets a poclaca  |
|---|--|
| of  | . /  |
| of  | Vendor.  |
|   | L. ru. Laworn.   |
| of  | For and on behalf of the United States.  |
| of  STATE OF Texas  COUNTY OF El Paso   |  |
| I, Geo.W.Hoadley  | Notary Public  |
| in and for said county, in the State aforesaid, do he                                   |  |
| to the foregoing instrument, appeared before m  |  |
| separate and apart from ####################################                            | ting as his free and voluntary act,  ###  the contents of the  ################################### |
| not the the the party.  |  |
| Given under my hand and official seal, this [SEAL.]  My commission expires June 1st. 19 | Seo W. Hoalley Notary Public.  |
| Approved JUN 19 1919 , 1  |  |

## DEPARTMENT OF THE INTERIOR

UNITED STATES RECLAMATION SERVICE

|  | ol Peso, Texas                              | * SEP 5 - 19                            | 19, 19             |
|--|---|---|--------------------|
| Project Manager to the Directo Construction).                                |   |   |                    |
| Subject: Forwarding contract   | eed for eccept<br><del>Los-approval</del> . | tance and fill                          | 48                 |
| Agraement dated July 5, 1919   | •   | alo Grande                              | Project            |
| Executed exclassions. by   | Angoleto Apod                               | dece and wife                           |                    |
| With To United States of Mari<br>Estimated amount involved, \$               | AN  | Authority No. or clearing a             | cct. <u>6-6</u>    |
| Accompanied by bond - and - bwo - co<br>(Strike out if no bond transmitted.) | pies.                                       | 12 10                                   |                    |
| Purpose: (See instructions on back.)   |   |   |                    |
| Tonstium of right of   | ver ser al m                                | so falloy 1136                          | lle wrain          |
| Inclosures listed on reverse.  | (See Par. 5.)                               |   | _                  |
| Advise Chief of Construct  | ion, Denver, C                              | olo., and Pro                           | ject Marager       |
| at lives, less s and   |   | Mistrict Cour                           | ae l               |
| at 22 Pago, Carro.   | of  | the approval                            | of the above       |
| nols: Original deed.<br>ortificate as to title.                              |   |   |                    |
| blueprint.   |   | *************************************** | Project Manager.   |
|  | Denver                                      | , Colo.,                                | , 19               |
| It is recommended that the   | e above-descri                              | bed contract l                          | e approved.        |
| Inclosures:  |   |   | **                 |
|  |   |   |                    |
|  |   | Chre                                    | f of Construction. |
|  | V17 7                                       | T CED 9                                 | 2 1010             |
|  |   | ted by                                  |                    |
| Contract (and bond, if any   | y,) was approv                              | ed by Assistant                         | to the Director    |
|  | on Sep 2                                    | 0 1919                                  |                    |
|  |   | SEP 10'19                               | 2/80               |

El Paso, Texas.
July 7, 1919.

County Clerk.

El Paso, Texas. -

Dear Sir:

Transmitted herewith for official record is quitclaim deed dated July 5. 1919. running from Anacleto Apodaca and wife to the United States of America.

Yours very truly,

CFHarvey

Asst. District Counsel.

Middle Drain

#### POSSESSORY CERTIFICATE

Rio Grande project, El Paso, Texas, July 7, 1919.

I, Geo. W. Hoadley, Field Assistant, United States Reclamation Service, certify that I have personally examined the land whereum are improvements sought to be acquired by the United States from Anacleto Apodaca and wife, in the SE<sup>1</sup>/<sub>4</sub> SE<sup>1</sup>/<sub>4</sub> Sec. 7, and the SW<sup>1</sup>/<sub>4</sub> SW<sup>1</sup>/<sub>4</sub> Sec. 8, T. 32 S., R. 7 E., U.S.R.S.Survey, containing 3.94 acres, more or less, County of El Paso, State of Texas, for the Rio Grande project, and that the said proposed vendors were in actual, sole, and exclusive possession of the land involved, claiming to be the owners thereof and of the improvements thereon, and no person claiming a right in such land adverse to the vendors is in possession of any part of it.

Field Assistant.

#### CERTIFICATE

scribed in the contract dated July 5, 1919, with Anaclete Apodaca and wife are required for purposes authorized by the Act of June 17, 1902 (32 Stat., 388) namely, as right of way for the El Paso Valley Middle Brain, a part of the Rio Grande project; that the consideration to be paid therounder, \$250,000 (this excunt being represented by the improvements upon the land which consist of a state of good cultivation, the land being in alfalfa, and the price of \$62.50 per acre being paid upon a round figure of four acres, the price of \$62.50 per acre being arrived at at a compromise between \$50.00 and \$75.00, the landowner holding cut for the latter figure) is reasonable and the lowest that could be obtained, and I recommend that the contract be approved.

El Paso, Texas. July 7. 1919. I.E. Lewson
Project Manager.

|       |  | :  |
|-------|--|--|
| l.    | Mailing address of each party  | Enachoto aproduce  |
|       | , Nocorrol   | P.O. Valeta  |
|       | Personal status of each party (mi  |  |
|       | Tuanied Salada   | 29 Obologo Will  |
| 2.    | list of improvements (state as   | of G. Aproduca Wife  Not Houlestean  y Itemised bill, how total con- |
|       | ATMENDED ITTAGE 1:   |  |
|       | 3.94 A alfalfa   | +Nheat 250 %00   |
|       |  |  |
| 3.    | Interest held by each party joing  | d in contract, other than owner.                                     |
| Si .  | Interest held by each party join or wife of owner, as "Joint owner and if Lienor, state such facts | rship" "Lossee" or "Lienor".   |
|       | to date, amount, and quality of  | monmplance:  |
|       |  |  |
|       | Two liens on   | Tuoitaggos   |
|       |  |  |
| 4.    | Survey number of tract (if not e   | bodied in land description):   |
|       | · 1  |  |
|       | state item in tax records: Item  | Under whose name assessed and  |
| )     | fine number in assessment book):   | essed at \$  |
| Ì     | other available information:   |  |
| 5.V   | Orantor agrees that Service may  |  |
| 300   | deduction therefor.  |  |
|       | Grantor will order abstract of the Grantor states that taxes are pos                               | tle.   |
|       | errutor aitt ben rexes nom nubers  |  |
|       | Grantor wishes Service to pay ta   | es and make deduction therefor,                                      |
|       | Grantor states that land is now  | neumbered (as per item No. 3)  |
|       | Grantor states that land is now  | move the encumbrance.  |
|       | end wishes Service to pay off and  | umbrance and make proper de-   |
|       | duction therefor. (In case this to consult personally with the li                                  | is to be done granter will have                                      |
| 6.    | Cost of structures to be built by  | Service Trong  |
| 50 TA |  |  |
|       | 1  | 0  |

CANAI Truddle Drain COUNTY El Paso.

#### CERTIFICATE

I HERRBY CERTIFY That the land described in the agreement to sell dated May 21, 1919, with Anaeleto Apodesa, is required for purposes authorized by the Act of Congress dated June 17, 1902 (32 Stat., 388), namely, as right of way for the Bl Paso Valley Middle Drain, a part of the Rio Grande Project; that the consideration to be paid thereunder, \$250.00, is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

El Paso, Texas. May 24, 1919. L.W. LEWBOR

Project Manager.

| Socorro Grant, and more particularly described as follows:  Beginning at a point on the west boundary of right of way of the G.H.& S.A.Ry. said point being the most easterly corner of land of vendor herein and the northeast corner of land of S. Escontrias and from which point the southwest corner of said Section & bears South 76°39'30" West, five hundred forty (540.0) feet; thence along property line between land of vendor herein and S. Escontrias South 74°41' West, one hundred fifty and nine tenths (150.9) feet; thence North 37°11' West, one thousand two hundred twenty-nine and nine tenths (1229.9) feet to a point on the south boundary of right of way of county road; thence along said boundary North 77°53! East, one hundred fifty-four and six tenths (154.6) feet to a point on the west boundary of right of way of the G.H.& S.A.Ry; thence along said boundary South 37°11! East, one thousand two hundred twenty and six tenths (1220.6) feet to the point of beginning said tract of land  | THIS AGREEMENT, 1  | made this the 21 s  | t day of May  |  |
|---|--|---|---|--|
| County. Texes , for him sel.f , h is heirs, legal representatives, and assigns, hereinafter styled the vendor, and The United States of America and its assigns by L.W. IAWSON. Project Nanager United States Reclamation Service, thereunto duly authorized by the Secretary of the Interior, pursuant to the act of June 17, 1902 (32 Stat., 388).  WITNESSETH:  1. The vendor in consideration of the benefits to be hereafter derived from the construction of irrigation works through, upon, or in the vicinity of the lands hereinafter described, of the promises and covenants of the United States herein contained, and of the payment to the vendor by the United States of the sum of one (\$1.00) dollar, the receipt whereof is hereby acknowledged, does hereby agree, upon the terms and conditions hereinafter stipulated, to sell and by good and sufficient deed to convey to the United States of America the following-described real estate and property situated in the county of El Paso State of Texes to wit:  A tract of land in the southeast quenter of the southeast quarter (SW2 SW2), Section Elght, Township thirty-two (32) South Range Seven (7) East, United States Reclamation Service survey and Socorro Grant, and more particularly described as follows:  Eginning at a point being the most easterly corner of land of vendor herein and the northeast corner of land of S. Escontrias and from which point the southwest corner of land of S. Escontrias and from which point the southwest corner of said Section & bears South 76°30'30" West, five hundred forty (540.0) feet; thence along property line between land of vendor herein and S. Escontrias South 76°11' West, one hundred fifty and nine tenths (150.9) feet; thence Rorth roundred fifty-four and six 'anths (154.0) feet; thence Rorth roundred fifty-four and six 'anths (154.0) feet; thence along said boundary South 37°11' East, one thousand two hundred twenty-nine and nine tenths tenths (150.6) feet to the point of heading said tract of lend tenths (150.6) feet to the point of the south o       | nineteen hundred andnin  | eteen, between Anac   | letò Apodaca  | 72.12  |
| tatives, and assigns, hereinafter styled the vendor, and The United States of America and its assigns by L.M. LAWSON. Project Nanager United States Reclamation Service, thereunto duly authorized by the Secretary of the Interior, pursuant to the act of June 17, 1902 (32 Stat., 388).  WITNESSETH:  1. The vendor in consideration of the benefits to be hereafter derived from the construction of irrigation works through, upon, or in the vicinity of the lands hereinafter described, of the promises and covenants of the United States herein contained, and of the payment to the vendor by the United States of the sum of one (\$1.00) dollar, the receipt whereof is hereby acknowledged, does hereby agree, upon the terms and conditions hereinafter stipulated, to sell and by good and sufficient deed to convey to the United States of America the following-described real estate and property situated in the county of El Paso State of Texas to wit:  A tract of land in the southeast quarter of the southeast quarter (SE SE), Section Seven (7) and the Southwest quarter of the South- west quarter (SW SW), Section Fight, Township thirty-two (32) South Range Seven (7) East, United States Reclamation Service survey and Socorro Grant, and more particularly described as follows:  Beginning at a point on the west boundary of right of way of the G.H.& S.L.Ry. Said point being the most easterly corner of land of vendor herein and the northeast corner of land of S. Escontrias and from which point the southwest corner of land of S. Escontrias and from which point the southwest corner of land of S. Escontrias and from which point the southwest corner of land of S. Escontrias South 70°59!30" Vest, five hundred forty (540.0) feet; thence along proper- ty line between land of vendor herein and S. Escontrias South 74°41" Vest, one hundred fifty and nine tenths (150.9) feet; thence North 37°11" West, one thousand two hundred twenty-nine and nine tenths (1229.9) feet to a point on the south boundary of right of way of county road; thence along          | and  | , his-wife  | , of El Paso  |  |
| tatives, and assigns, hereinafter styled the vendor, and The United States of America and its assigns by L.M. LAWSON. Project Nanager United States Reclamation Service, thereunto duly authorized by the Secretary of the Interior, pursuant to the act of June 17, 1902 (32 Stat., 388).  WITNESSETH:  1. The vendor in consideration of the benefits to be hereafter derived from the construction of irrigation works through, upon, or in the vicinity of the lands hereinafter described, of the promises and covenants of the United States herein contained, and of the payment to the vendor by the United States of the sum of one (\$1.00) dollar, the receipt whereof is hereby acknowledged, does hereby agree, upon the terms and conditions hereinafter stipulated, to sell and by good and sufficient deed to convey to the United States of America the following-described real estate and property situated in the county of El Paso State of Texas to wit:  A tract of land in the southeast quarter of the southeast quarter (SE SE), Section Seven (7) and the Southwest quarter of the South- west quarter (SW SW), Section Fight, Township thirty-two (32) South Range Seven (7) East, United States Reclamation Service survey and Socorro Grant, and more particularly described as follows:  Beginning at a point on the west boundary of right of way of the G.H.& S.L.Ry. Said point being the most easterly corner of land of vendor herein and the northeast corner of land of S. Escontrias and from which point the southwest corner of land of S. Escontrias and from which point the southwest corner of land of S. Escontrias and from which point the southwest corner of land of S. Escontrias South 70°59!30" Vest, five hundred forty (540.0) feet; thence along proper- ty line between land of vendor herein and S. Escontrias South 74°41" Vest, one hundred fifty and nine tenths (150.9) feet; thence North 37°11" West, one thousand two hundred twenty-nine and nine tenths (1229.9) feet to a point on the south boundary of right of way of county road; thence along          | County, Texas  | , for him s   | sel f h iS heir   | s legal represen-  |
| thereunto duly authorized by the Secretary of the Interior, pursuant to the act of June 17, 1902 (32 Stat., 388),  WITNESSETH:  1. The vendor in consideration of the benefits to be hereafter derived from the construction of irrigation works through, upon, or in the vicinity of the lands hereinafter described, of the promises and covenants of the United States herein contained, and of the payment to the vendor by the United States of the sum of one (\$1.00) dollar, the receipt whereof is hereby acknowledged, does hereby agree, upon the terms and conditions hereinafter stipulated, to sell and by good and sufficient deed to convey to the United States of America the following-described real estate and property situated in the country of El Paso State of Texas to wit:  A tract of land in the southeast quarter of the southeast quarter (SRI, SRI), Section Seven (7) and the Southwest quarter of the Southwest quarter (SWI, SWI), Section Elght, Township thirty-two (32) South Range Seven (7) East, United States Reclamation Service survey and Socorro Grant, and more particularly described as follows:  Beginning at a point on the west boundary of right of way of the G.H.& S.A.Ry. said point being the most esserily corner of land of vendor herein and the northeast corner of land of S. Escontrias and from which point the southwest corner of said Section & bears South 76°39'30" West, five hundred forty (540.0) feet; thence along property, line between land of vendor herein and S. Escontrias South 74°41! West, one hundred fifty and nine tenths (150.9) feet; thence North 37°11' West, one thousand two hundred twenty-nine and nine tenths (1229.9). Feet to a point on the south boundary of right of way of country road; thence along said boundary North 77°51' East, one hundred fifty-four and sir tenths (154.6) feet to a point on the west boundary of right of way of the G.H.& S.A.Ry; thence along said boundary South 37°11' East, one thousand two hundred twenty and six tenths (1220.6) feet to the point of beginning; said treat of leads | tatives, and assigns, hereinafte   | r styled the vendor, and The U  | nited States of America a   | and its assigns by   |
| thereunto duly authorized by the Secretary of the Interior, pursuant to the act of June 17, 1902 (32 Stat., 388),  WITNESSETH:  1. The vendor in consideration of the benefits to be hereafter derived from the construction of irrigation works through, upon, or in the vicinity of the lands hereinafter described, of the promises and covenants of the United States herein contained, and of the payment to the vendor by the United States of the sum of one (\$1.00) dollar, the receipt whereof is hereby acknowledged, does hereby agree, upon the terms and conditions hereinafter stipulated, to sell and by good and sufficient deed to convey to the United States of America the following-described real estate and property situated in the country of El Paso State of Texas to wit:  A tract of land in the southeast quarter of the southeast quarter (SRI, SRI), Section Seven (7) and the Southwest quarter of the Southwest quarter (SWI, SWI), Section Elght, Township thirty-two (32) South Range Seven (7) East, United States Reclamation Service survey and Socorro Grant, and more particularly described as follows:  Beginning at a point on the west boundary of right of way of the G.H.& S.A.Ry. said point being the most esserily corner of land of vendor herein and the northeast corner of land of S. Escontrias and from which point the southwest corner of said Section & bears South 76°39'30" West, five hundred forty (540.0) feet; thence along property, line between land of vendor herein and S. Escontrias South 74°41! West, one hundred fifty and nine tenths (150.9) feet; thence North 37°11' West, one thousand two hundred twenty-nine and nine tenths (1229.9). Feet to a point on the south boundary of right of way of country road; thence along said boundary North 77°51' East, one hundred fifty-four and sir tenths (154.6) feet to a point on the west boundary of right of way of the G.H.& S.A.Ry; thence along said boundary South 37°11' East, one thousand two hundred twenty and six tenths (1220.6) feet to the point of beginning; said treat of leads | L.M. LAWSON,   | Project Manager   |   | amation Service  |
| 1. The vendor in consideration of the benefits to be hereafter derived from the construction of irrigation works through, upon, or in the vicinity of the lands hereinafter described, of the promises and covenants of the United States herein contained, and of the payment to the vendor by the United States of the sum of one (\$1.00) dollar, the receipt whereof is hereby acknowledged, does hereby agree, upon the terms and conditions hereinafter stipulated, to sell and by good and sufficient deed to convey to the United States of America the following-described real estate and property situated in the county of El Paso State of Texas to wit:  A tract of land in the southeast guarter of the southeast quarter (SE; SE;), Section Seven (7) and the Southwest cuarter of the Southwest quarter (SW; SW; Sw; Section Eight, Township thirty-two (32) South Range Seven (7) East, United States Reclamation Service survey and Socorro Grant, and more particularly described as follows:  Beginning at a point on the west boundary of right of way of the G.H.& S.I.Ry. said point being the most easterly corner of land of vendor herein and the northeast corner of land of S. Escontrias and from which point the southwest corner of land of S. Escontrias and from which point the southwest corner of said Section & bears South 76°39'30" West, five hundred forty (540.0) feet; thence along property line between land of vendor herein and S. Escontrias South 74°41' West, one hundred fifty and nine tenths (150.9) feet; thence North 37°11' West, one thousand two hundred twenty-nine and nine tenths (1229.9) feet to a point on the south boundary of right of way of county road; thence along said boundary North 77°53' East, one hundred fifty-four and sir tenths (154.6) feet to a point on the west boundary of right of way of the G.H.& S.A.Ry; thence along said boundary South 37°11' East, one thousand two hundred twenty and six tenths (1220.6) feet to the point of beginning said tract of land  | thereunto duly authorized by   | the Secretary of the Interior   | , pursuant to the act of  | of June 17, 1902   |
| Ingaton works through, upon, or in the vicinity of the lands hereinafter described, of the promises and covenants of the United States herein contained, and of the payment to the vendor by the United States of the sum of one (\$1.00) dollar, the receipt whereof is hereby acknowledged, does hereby agree, upon the terms and conditions hereinafter stipulated, to sell and by good and sufficient deed to convey to the United States of America the following-described real estate and property situated in the country of the United States of America the following-described real estate and property situated in the country of the Southeast quarter of the Southeast quarter (SEE SEE), Section Seven (7) and the Southwest quarter of the Southeast quarter (SWE SWE), Section Eight, Township thirty-two (32) South Range Seven (7) East, United States Reclamation Service survey and Socorro Grant, and more particularly described as follows:  Beginning at a point on the west boundary of right of way of the G.H.& S.A.Ry. said point being the most easterly corner of land of vendor herein and the northeast corner of said Section 8 bears South 76°39'30" West, five hundred forty (540.0) feet; thence along property line between land of vendor herein and S. Escontrias South 74°41" West, one hundred fifty and nine tenths (150.9) feet; thence Rorth (1229.9) feet to a point on the south boundary of right of way of county road; thence along said boundary North 77°53! East, one hundred fifty-four and six touths (154.6) feet to a point on the west boundary of right of way of the G.H.& S.f.Ry; thence along said boundary South 37°11! East, one thousand two hundred twenty and six tenths (1220.6) feet to the point of beginning said tract of land  |  |   | - The same strategy regard  | 4 m 1  |
| A tract of land in the southeast quarter of the southeast quarter (SE+ SE+), Section Seven (7) and the Southwest quarter of the Southwest quarter (SW+ SW+), Section Eight, Township thirty-two (32) South Range Seven (7) East, United States Reclamation Service survey and Socorro Grant, and more particularly described as follows:  Beginning at a point on the west boundary of right of way of the G.H.& S.A.Ry. said point being the most easterly corner of land of vendor herein and the northeast corner of land of S. Escontrias and from which point the southwest corner of said Section 8 bears South 76°39'30" West, five hundred forty (540.0) feet; thence along property line between land of vendor herein and S. Escontrias South 74°41' "Mest, one hundred fifty and nine tenths (150.9) feet; thence North 37°11' West, one thousand two hundred twenty-nine and nine tenths (1229.9) feet to a point on the south boundary of right of way of county road; thence along said boundary North 77°53' East, one hundred fifty-four and six tenths (154.6) feet to a point on the west boundary of right of way of the G.H.& S.A.Ry; thence along said boundary South 37°11' East, one thousand two hundred twenty and six tenths (1220.6) feet to the point of beginning said tract of land   | and covenants of the United S States of the sum of one (\$1 agree, upon the terms and conconvey to the United States   | n, or in the vicinity of the land<br>tates herein contained, and of the contained of America the following-descriptions.  | ds hereinafter described, the payment to the vendo of is hereby acknowledge to sell and by good and so ribed real estate and proposed.  | of the promises or by the United ed, does hereby sufficient deed to perty situated in  |
| containing three and ninety-four hundredths (3.94) acres, more or less.   | A tract of land (SET SET), Section (SET SET), Section (Section (Se | in the southeast question (7) and the South (7), Section Eight, t. United States Recommon particularly dent on the west bound of the most denortheast corner explained forty (540 of vendor herein as fty and nine tenths out on the south by along said boundary and six tenths (154. The st. one thousand to the point of be ninety-four hundre | rter of the sou<br>outhwest cuarter<br>Township thirty<br>slamation Service<br>escribed as foll<br>dary of right of<br>easterly corne<br>of land of S. E<br>of said Section<br>0.0) feet; thence<br>and S. Escontria<br>s (150.9) feet;<br>wenty-nine and<br>coundary of righ<br>Worth 77°53! E<br>of S.A.Ry; the<br>day two hundred to<br>esinning said to | of the South- c-two (32) South- ce survey and lows: of way of the ce of land of decontrias and decontrias and ee along proper- es South 74°41' thence North nine tenths tof way of dast, one int on the ence along said dwenty and six |

#### DEPARTMENT OF THE INTERIOR

UNITED STATES RECLAMATION SERVICE

El Paso, Texas, MAY 2 6 1919

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

Subject: Forwarding contract for approval.

Agreement dated May 21, 1919.

Rio Grande

Project

Executed on behalf of U. S. by L.M. Lawson, Project Menager.

With Anacleto Apodaea Estimated amount involved, \$ 250.00

Authority No. or clearing acct. 6-6

Accompanied by hand and two copies.

(Strike out if no bond transmitted.)

Purpose: (See instructions on back.)

Purchase of right of way for El Paso Valley Middle Drain

Inclosures listed on reverse. (See Par. 5.)

and

Advise Chief of Construction, Denver, Colo., and Project Manager

El Paso Texas

District Counsel

El Paso Texas.

Encls: Orig. contract & 3 copies Orig. & 1 copy report on land agreement,

Orig. & 1 copy cert. of recommendation Two blueprints,

L.M. Lawson

of the approval of the above

Project Manager.

Denver, Colo., Mey 31, , 1919.

It is recommended that the above-described contract be approved.

Inclosures:

Orig. & 3 copies of form letter, " 2 " contract, cortificate of necessity, " report on land agreement

Re F. WALTER

Chief of Construction. Acting

Washington, D. C., JUN 19 1919

Contract (and bond, if any,) was approved by

MORRIS BIEN, on IIIN 19 1919 Assistant to the Director,

Original enclosed to Fin for record, MOTOA STATESCOURA GILLIAN GWA

JUN 5'19 96497

FORM 7-523A
Form approved by the Secretary of the Interior
Printed Jan, 1918

# DEPARTMENT OF THE INTERIOR UNITED STATES RECLAMATION SERVICE

| Rio Grande Project How  | Hexico-Texas                             |
|---|--|
| THIS AGREEMENT, Made this the   | fifth dsy of July                        |
| nineteen hundred and  |  |
| 1902 (32 Stat., 388), between THE UNITED STATES OF A  |  |
| L.N. IAWSON   | - Project Manager,                       |
| United States Reclamation Service, thereunto duly authorized proper supervisory officer, and Anacleto Apodeos |  |
| Apodaca, husband end wife,  |  |
| hereinafter styled Contractor, heirs, exassigns,  WITNESSETH, The parties covenant and agree that:            | ecutors, administrators, successors, and |
| ARTICLE 1: The Contractor will  | the springer of the state of             |

- executed by the Contractors herein, releasing and quitolaiming to the United States of America for canal right of way for the Rio Grands project, a certain tract of land in the southeast quarter of Land in the southeast quarter of Section Esven (7), and the Southwest quarter of the Southwest quarter of Section Eight (8), Township Thirty-two (32) South, Range Seven (7) East, United States Reclamation Service survey, El Paso County, State of Texas, containing three and minety-four hundred the (3.94) acree, more or less; and,
- 3 WHEREAS, the United States desires immediate possession of the land herein described for use in the construction of the El Paso Valley Middle Drain; and,
- WHEREAS, the contractors are the owners of the improvements on said described land:
- hundred fifty and no/100 (\$250.00) Dollars, the value of said improvements, to the contractors in hand paid by the United States, the receipt whereaf is hereby acknowledged, the centractors hereby waive and release the United States from any and all claims of whatever nature by reason of the demage that the contractor has suffered or may hereafter suffer as a result of the operations of the United States Reclamation Service on said tract of land as described in the quitolaim deed herein referred to.

Article 1. It is understood and agreed that the United States, its agents, officers, and employees shall at all times have the right to go upon said described land for the purpose of surveying, constructing, repairing, operating, and maintaining said El Paso Valley Middle Drain and other operations of the Reclamation Service incident thereto, and any cause of action arising from damage to crops or other improvements thereon belonging to the contractors that may result in consequence of such entry is hereby waived by the contractors as hereinabove provided.

Article 2. The contractors expressly warrant that they have employed no third person to solicit or obtain this contrast in their behalf, or to cause or to procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that they have not paid, or promised or agreed to pay, to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission, or percentage upon the amount receivable by them hereunder; and that they have not, in estimating the contract price demanded by them included any sum by reason of any such brokerage, commission, or percentage; and that all moneys payable to them hereunder are free from obligation to any other person for services rendered, or supposed to have been rendered in the procurement of this contract. They further agree that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the United States and that the United States may retain to its own use from any sums due or to become due thereunder an emount equal to any brokerage, commission or percentage so paid or agreed to be paid. Provided, however, it is understood that this covenant does not apply to the selling of goods thru a bona fide commercial representative employed by the contractor in the regular course of their business in dealing with customers other than the Government and whose compensation is paid, in whole or in part, by commissions on sales made, nor to the selling of goods thru established commercial or selling agents or agencies regularly engaged in selling such goods.

APTICIE. Where the operations of this contract extend beyond the current fiscal year it is understood that the contract is made contingent upon Congress making the necessary appropriation for expenditures thereunder after such current year has expired. In case such appropriation as may be necessary to carry out this contract is not made, the contractor hereby releases the United States from all liability due to the failure of Congress to make such appropriation.

| ARTICLE For a contractor shall be paid   | nd in consideration of the faithful performance of this contract, the  |
|--|--|
|  |  |
|  | and from the same of the same  |
|  |  |
|  |  |
| party, and any such tran<br>concerned; all rights of a<br>States, as provided by seet  | rest in this agreement shall be transferred by the contractor to any other sfer shall cause annulment of the contract so far as the United States is action, however, for breach of this contract are reserved to the United tion 3737, Revised Statutes of the United States.   |
| n office, and no officer, as part of this contract of the contract of the contract of the contract is made for the greement is made for the 16 of the act of Congress a ARTICLE It is for persons shall be employed  | ember of or Delegate to Congress, or Resident Commissioner, after at, or either before or after he has qualified and during his continuance agent, or employee of the Government shall be admitted to any share agreement, or to any benefit to arise thereupon. Nothing, however, construed to extend to any incorporated company, where such contract or general benefit of such incorporation or company, as provided in section approved March 4, 1909 (35 Stat. L., 1109). Further stipulated and agreed that in the performance of this contract, and who are undergoing sentences of imprisonment at hard labor, which arts of the several States or Territories or municipalities having criminal  |
|  | The parties have hereto signed their names the day and year first  |
| bove written.  | THE UNITED STATES OF AMERICA,  |
| gwarengalteg Armes   | By Dilewson  |
|  | Project Manager, U. S. R. S.   |
|  | Anacleto Apodaea   |
| per contraction cause  | Soleded G. de Apodece  |
| iken fore to defer sekupet for a<br>To have the temporal in the disco  | The state of the state of the property of the country and the contractor.  |
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| Approved:  | anten.<br>Securet, que notas en encontrativo <del>s políticos en internacional de la contrativo de la contrativo de la contrativo</del>  |
| filting growth and the state of |  |
|  | Chief of Construction.*  |
|  | The state of the s |
| *The approval of the Chi   | ef of Construction is not required if he executes the contract in person.  |
| Te of control of a control of  | FIDAVIT OF DISINTERESTEDNESS.  |
| MAMM AT  |  |
| COUNTY OF  | SS: The state of t |
| 1 1 do soldining swear (or ar  | man the copy of contract hereto afficact is an exact copy of contract made by  |
| ne personally, with  | are the name of Carrier than a contractor of the contractor of the first index the   |
| ama fairly without any hanafit   | or advantage to myself or allowing any such banefit or advantage comments to the   |
| aid brow and a barriouser to   | or any other person; and that the papers accompanying include  |
| in those relating to the said cor  | ntract, as required by the statute in such case made and provided.   |
|  | Subscribed and sworn to before me at   |
| COMMICIAL SWALL This   | day of CIOUS, A. D. 191 My commission  |
| Annual Company of the |  |
| expire   |  |
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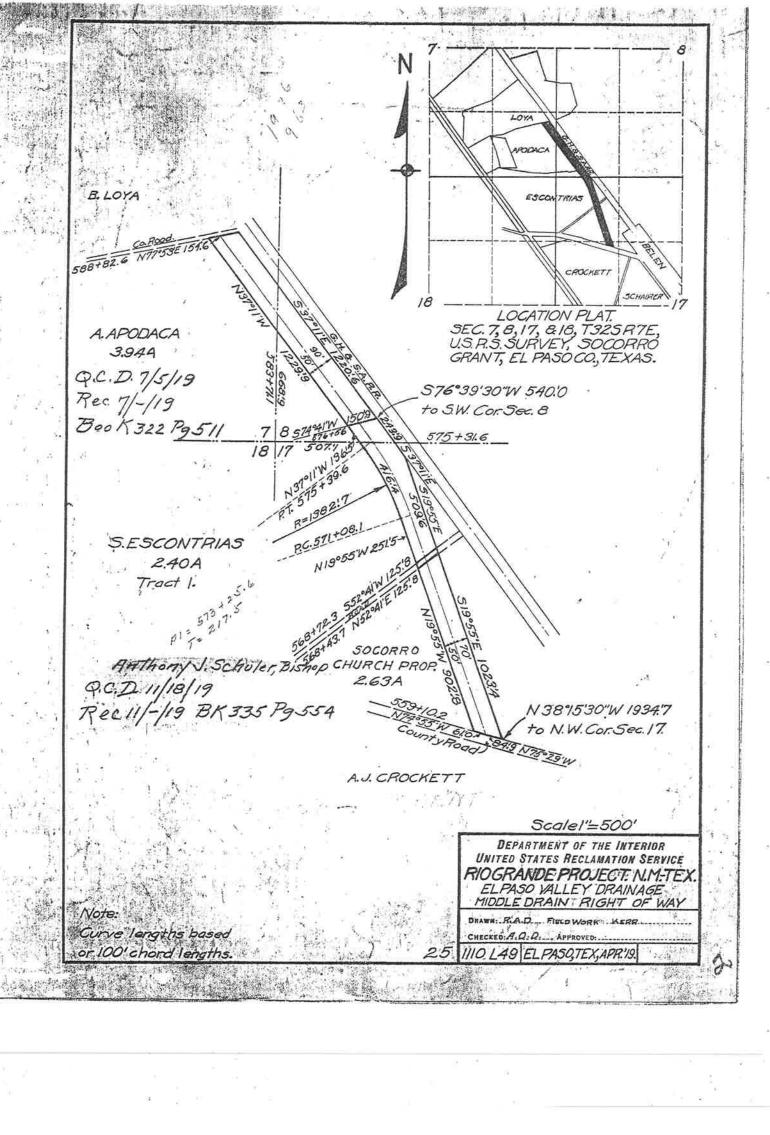
Notice-shape as this idillays nelly on the certy for the Reministration out on infiltral INSTRÜCTIONS. 1. Every contract for construction or repair of a public work is required by law to be supported by bond. 2. The post-office address of the Contractor must appear in the contract, all dates plainly given and blanks carefully filled, and all particulars and conditions stated as fully and as clearly as practicable. 3. Erasures, interlineations, or other irregularities must be explained over the signature of the parties to this agreement. 4. Only one copy of a contract should be executed, unless the Contractor desires an executed copy for his files, in which case the contract may be executed in duplicate. 5. A contract with a firm should describe the Contractor in the preamble as: ".... ....., partners, doing business under the firm name and style of ... the names of all members of the firm being inserted. The signature of the firm name at the end will be sufficient. 6. A contract with a corporation should describe the Contractor in the preamble as: "... ... The signature should a corporation duly organized under the laws of the State. (or Territory) of and the corporate seal should be affixed. (giving official designation) 7. A certificate under seal of the company that the officer signing the contract is authorized to do so should accompany the contract. If the corporation has no seal the certificate should state that fact. Such certificate of authority once filed will not be required in a subsequent contract if it bears a reference to the case in which it was furnished.\* 8. In the execution of this contract the names of the parties should be signed in the usual manner and as written in the body of the instrument. The engineer may, in his discretion, waive this requirement, and in that event he will file with the contract his certificate to the effect that the officer signing for and on behalf of the corporation is known to him to be the officer who acts in that capacity for the corporation. The state of the s three Med to a roject Manager, U.S. R. S. Charles to Editor And All Pro-THE UNITED STATES OF AMERICA above written. In Markess, with server, The Parties have begrete signed divir names the days and year first concerned; all rights of action, however, for breach of this contract are reserved to the United contracts as provided by some 2000, formed statutes of the United states.

Actions: An No stember of or begate to Congress, or Resident Commissioner, after his election or apportment or either before or after he has qualified and during his continuance in office, and no other, agent, or employee of the Government shall be admitted to any share or part of this contract or carrement, or to any benefit to arise thereupon. Nothing, however, herein contained shall be non-trust to extend to any incorporated company, where such contract or agreement is made for the general benefit of such incorporation or company, where such contract agreement is made for the general benefit of such incorporation or company, as provided in section interfered for the cut of Congress spin of Murch 1, 1900 (35 Stat L., 1109).

The of the cut of Congress spin of Almeh 1, 1900 (35 Stat L., 1109).

The residual be employed to a see and region scattered in more sources of their labor, which have been imposed by contract of the everal States or Territories or rountingalities beyong criminal invasidation. Integration: Abricing ........ No interest in this agreement shall be transferred by the contractor to any other party, and any such transfer shall rause annulment of the contract so far as the United States is concerned; all rights of action, however, for breach of this contract are reserved to the United

contractor shall be paid



#### REPORT ON LAND AGREEMENT

## DEPARTMENT OF THE INTERIOR UNITED STATES RECLAMATION SERVICE

INFORMATION relating to agreement made

The about the control states of the information process.

May 21, 1919

191 , with

#### Anacleto Apodaca

Estate united

for the purchase of land required for El Paso Valley Middle Drain

purposes com a Rio Grande brossope minis en Project, and Paso de States follo agogico frantica, profeso la clas base en relitar gandhese fil.

State description and approximate area of land to be conveyed. 3.94 acres in SEA

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

Land in Texas, no U.S. Public lands in this State - Mexican Grant

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

Anacleto Apodaca, Socorro, Texas. (P.O. Ysleta)

Terms was a received

Soledad G. Apodaea. (Wife)"

and the second of the second

### LAND IS NOT HOMESTEAD PROPERTY

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

## Owners in possession - no lesses

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

Land is subject to right of way by virtue of stock subscription contract between water users' association and landowner - grant of right of way not being invoked.

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

#### All of the land is cultivated in alfalfa and wheat

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

## All of the land is espable of irrigation under Rio Grande project.

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

\$125.00 to \$150.00 per sere

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

Drain will be of general benefit to community

The above is a correct statement of the information procured.

Dated

May 24, 1919.

191

(Signature) Geo.W. Hoadley

(Title) Field Assistant.

In 'Charge' of -Negotiations.

Approved: "

L.H. Lawson

Project Manager.

6-4803

#### ISTRUCTION

The proper procedure in making purchases of lands under the Reclamation Act, in pursuance of the various rulings made by the Department of the Interior and the Department of Justice, is substantially as stated below, though, in some cases, deviations may be necessary in certain details. These instructions do not relate to withdrawn public lands to which there is a claim by reason of a settlement or entry made prior to withdrawn it is such asset the agreements for numbered of introduction about the process of improvements should be entered into an Engage

7-523. See Manual, 1913 edition, pages 233-237.

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

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

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

This certificate should also contain other valuable information relative to the transaction not given in Form 7-281.

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

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

3. The ordinary form of warranty deed, or its equivalent, in general use will be acceptable to the Department, only one material change being required, viz, the insertion of the italicized words in the clause to the following effect usually, found in such deeds: "For and in consideration of \* \* \* dollars to him in hand paid inspursators, successors," et

deed will be acceptable in case title in fee is not vested in the vendor.

4. When forwarding the title papers to the local district counsel the engineer should request that, if apparently in satisfactory form and sufficient, they be forwarded to the district counsel in charge of titles, with his opinion thereon, otherwise that they be returned, pointing out the defects and indicating how they

may be remedied.

5. The district counsel in charge of titles will render an opinion upon the title, and thereupon all the papers will be returned to the local district counsel for action in pursuance of the findings of the opinion. After the title has been found satisfactory, the deed should be executed and recorded and the abstract extended to cover moved of same and also to cover payment of taxes at a found to be lines are installed. Payment may record of same, and also to cover payment of taxes, etc., found to be liens against the estate. Payment may then be made to the grantor, provided no further defects are revealed by the extension of the abstract. The voucher covering payment should be accompanied by the contract, abstract of title, deed, and official copy of opinion. In case the title is found to be imperfect, the papers will be returned for the necessary corrections, and the abstract should then be brought up to date and again submitted through the local district counsel as above for reexamination.

6. In the case of a desert-land entry, when the approval has been given of the purchase of the possessory rights of an entryman, the certificate of the recorder of land titles in the county where the land is situated should be obtained, showing that he has searched the records of his office, and stating whether any instrument

of conveyance, assignment, or mortgage of the right obtained by the entry referred to there appears.

7. In the case of land covered by a homestead or desert-land entry where an entire legal subdivision is involved a relinquishment to the United States is sufficient, and a certificate should be obtained from the register and receiver of the local land office showing that the entry was valid and subsisting at the time of the relinquishment, and that it had been relinquished and canceled on the records of the land office. This

certificate should accompany the voucher in lieu of the deed or relinquishment, which will be retained in the local land office. Where less than a legal subdivision is to be acquired, which can not be described in the ordinary way (by quarters and halves), the method outlined under (b) and (e), paragraph 38, page 236 of the Manual should be followed.

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

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

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

11. The husband and wife must join in the agreement except where the local laws or the conditions under which the property is held do not require it. It is better, however, to obtain in every case the signatures of both husband and wife. The agreement must state whether the vendor is married or single, widow or widower. 12. An administrator or an executor without a power to sell in the will has no authority to make a contract to the sale or conveyance of land or of a right of fway thereon. In case of the death of the owner with

has been offered for sale, and at what time and price; also what price the present owner paid for the land.

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

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

Fig. 1. In the state is the related by answer and contacts, the paper and the remaining of the answer is con-cilled the pointer these places. In the ring all the states and the relationship is produced to a make the rese abstract Title. Any is, represent to page it and deplete in the relation to the state of the reserve and I will be appreciate the resident the resident and are then the relationship to the state of the relationship. of the constant of the control of th This certain also pleated also to the Ungoide of the Colean time twice to a 7-176 or 1 307, consist of all tor income to sense one furite it of the way of the sense of the Company of the Compan Morrison. F Franch ga TRENT 4.321 7-281 and the transfer of the transf υ. . 4 11 J. 30. F 600 1 23 to Submitted to 51-2-12 51-2-51