

780 CAL, I. G., et. al. WARRANTY DEED RIVERSIDE CANAL

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0023-0078-0029-00

12-(29)

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DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

El Paso, Texas, February 15, 1918.

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

Subject: Forwarding contract for approval.

Agreement dated **February 7, 1918.** **Big Game Project.**

Executed by **L. M. LAWSON, Project Manager.**

With I.G.Gaal, J.E.Quaid, W.M.Coldwell & Jos.U.Sweeney

Estimated amount involved, \$ **400.00** (See Gen'l Order No. 124)

Purpose of agreement: Acquisition R/W San Elizario Canal.  
(See instructions on back, Pars. 4 and 5)

(See instructions on back, Pars. 4 and 5)

**Authority No. 46-3**

Original and one copy of bond herewith. (Strike out  
bond ~~transmitted.~~)

Advise Chief of Construction, Denver, Colorado, and

Manager at El Paso, Texas.

and **District Council** at **El Paso, Texas**  
of the approval of the above.

**L. M. LAWSON,**  
(Signature.)

Incs.  
Orig. & 3 cop. agt.  
5 blue prints.  
Cert. P.M.  
Rpt. Ind. Agt.

(The blanks below to be filled in the Washington Office.)

Approved by Robert J. [illegible] and [illegible]

Date of approval 22.01.1918

Bond, if any, approved by same officer on same date.

Original enclosed for record  
and further appropriate action

6-4533

Respectfully transmitted to Director, Washington, for approval:  
Denver, Colo., March 2, 1918

# Chief of Construction

THE STATE OF TEXAS, }

COUNTY OF EL PASO.

KNOW ALL MEN BY THESE PRESENTS:

that we, I. G. Gaal, J. E. Quaid, W. M. Coldwell, and Jos. U. Sweeney, all

of the County of El Paso, State of Texas, in consideration of the sum of  
Four Hundred and 0/100 (\$400.00)

DOLLARS,

to us in hand paid by the United States of America, pursuant to the Act  
of Congress of June 17, 1902 (32 Stat. 388),

the receipt of which is hereby acknowledged

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said

The United States of America

~~of the County of~~~~XXXX~~~~XXX~~

, 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: Two tracts of land; one tract being in the south half of section eleven (11), township thirty-two (32) south, range six (6) east, United States Reclamation Service survey, and being also in Surveys Nos. 49 and 50 of the Ysleta Grant and included in a strip of land one hundred and fifty (150) feet wide and lying seventy-five (75) feet on each side of a center line and containing a total of ten and twenty-nine hundredths (10.29) acres, four and thirty-five hundredths (4.35) acres of which lies within the banks of the old San Elizario Community ditch and is the property of the United States and is shown in green on the attached plat which is made a part of this instrument, and five and ninety-four hundredths (5.94) of which lies outside of said ditch banks and is shown in red on said plat and is the land hereby conveyed;

Also, a tract of land in said south half of said section eleven (11) lying at the east end of and to the south of the land in the first described tract, which is shown in red as a rectangular piece of land containing fourteen-hundredths (0.14) acre;

The above tracts of land being the same land as that embraced in a certain agreement to sell between the parties hereto, dated February 7, 1918; and none of said described land being occupied as homestead property;

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

The United States of America and its

~~heirs and assigns forever; and we~~ do hereby bind ~~ourselves, our~~ heirs, executors and administrators, to Warrant and forever Defend, all and singular, the said premises unto the said

The United States of America and its

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

WITNESS our hands at El Paso, Texas, this 20th day of

August A. D. 1918.

Witnesses at Request of Grantor

## REPORT ON LAND AGREEMENT

### DEPARTMENT OF THE INTERIOR UNITED STATES RECLAMATION SERVICE

INFORMATION relating to agreement made **February 7,** 19**18**, with  
**I. G. GAAL, J. E. QUAID, W. M. COLDWELL and JOS. U. SWEENEY**

for the purchase of land required for **San Elizario Canal**  
purposes, **Rio Grande** Project, **El Paso**  
County, **Texas.**

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

**Two tracts of land aggregating 6.08 acres, more or less,  
located in Section 11, Township 32 South, Range 6 East, U.S.R.S. Survey.**

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.

**Isleta 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.

<b>I. G. Gaal,</b>	<b>El Paso,</b>	<b>Texas.</b>
<b>J. E. Quaid,</b>	"	"
<b>W. M. Coldwell</b>	"	"
<b>Jos. U. Sweeney</b>	"	"

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 are in possession of the land.**

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

**Land is not subject to right of way by virtue of any contract  
whatsoever.**

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.

**None of the land is under cultivation; all in wood.**

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.

**Not irrigated.**

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

**\$75 to \$100 per acre.**

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

The above is a correct statement of the information procured.

Dated

191

(Signature) ..... **GEO. W. HOADLEY.** .....

(Title) ..... **Field Assistant** .....  
In Charge of Negotiations.

Approved:

**L. M. LAWSON,**  
Project Manager.

## INSTRUCTIONS.

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 withdrawal; in such cases the agreements for purchases of improvements should be entered into on Form 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 7-281.

(e) If the tract is described by metes and bounds, this report should be accompanied by a small sketch, with the boundary 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 United States Attorney for the district. 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 in pursuance of the provisions of the act of June 17, 1902 (32 Stat., 388), by the said party of the second part," etc. The grantee or second party must be the United States, and the words "heirs, executors, administrators, successors," etc., when referring to the second party, should be stricken out, and the sentence should read "the party of the second part and its assigns." One copy of the proposed form of deed should be retained by the Project Manager, to be executed by the vendor after the title has been found acceptable. A quitclaim deed will be acceptable in case title in fee is not vested in the vendor.

4. When forwarding the title papers to the United States Attorney the engineer should request that, if apparently in satisfactory form and sufficient, they be forwarded to the Assistant Attorney General for the Interior Department, with his opinion thereon, otherwise that they be returned, pointing out the defects and indicating how they may be remedied.

5. The Project Manager will notify the Director as soon as the abstract and form of deed have been forwarded to the Assistant Attorney General.

6. The Assistant Attorney General will render an opinion upon the title, and thereupon all the papers will be returned to the Project Manager 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 record of same, and also to cover payment of taxes, etc., pronounced by the Assistant Attorney General to be liens against the estate. Payment may then be made to the grantor by the local fiscal agent, provided no further defects are revealed by the extension of the abstract, or the papers may be forwarded to the Director for payment by Treasury warrant. In the former case 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 United States Attorney for re-examination.

7. 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.

8. 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 cancelled on the records of the land office. This certificate should accompany the voucher of the special fiscal agent 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 cannot be described in the ordinary way (by quarters and halves), the method outlined under (b) and (c), paragraph 38, page 236 of the Manual should be followed.

9. 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 county should be obtained showing the condition of the property in respect to levy and payment of taxes for the years since the entry.

10. 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.

11. The person engaged in right of way negotiations or in negotiations for the purchase of lands will make monthly reports to the Project Manager of the particular project, to be forwarded to the Director at Washington, D. C.

12. 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.

13. 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, a widow or widower.

14. An administrator or an executor without a power to sell in the will has no authority to make a contract for the sale or conveyance of land or of a right of way thereon. In case of the death of the owner without a will, the real estate descends to the heirs; if he dies leaving a will, the real estate goes to the devisees, subject in both cases to the payment of debts of the decedent. The heirs or devisees must all join in the agreement.

15. Neither the guardian of a minor nor the guardian of an insane person has a right to contract to sell or convey the real estate of his ward without special authority from the proper court.

16. Before negotiations for the purchase of any tract are begun, it is important to learn whether the land has been offered for sale, and at what time and price; also what price the present owner paid for the land.

17. 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.

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

7-281

## REPORT ON LAND AGREEMENT.

For ..... purposes.

..... project

Sec....., T....., R.....M.

Belonging to .....

County of .....

State of .....

Submitted by .....

Date ..... 191.....

51-2-12  
51-2-51

Personal.

August 29, 1919.

Mr. E. H. Peery, District Counsel,  
428 Federal Building,  
Denver, Colorado.

Dear Mr. Peery:

I received your letter in re Canal abstract matter. I have not heard from Mr. Dent on the subject as yet, but would say I am somewhat confused in the premises. I am not taking the time to go over the correspondence again, as I deem the matter fully closed and have dismissed it from my mind, and it is for lack of time that I would not take the time to review the correspondence, especially as it is unimportant as the matter is settled.

As I recall it the grounds now upon which you find fault is not mentioned in any former correspondence, hence it appears something like dodging the question to take up at this late date a discussion of pencil marks on the plat when nothing concerning it was ever mentioned before. I assume that even though there were some pencil marks upon the plat there must have been some other way to determine the description of the property, hence if the pencil marks should happen to be erased there would most likely be sufficient data there, in order that one examining same might determine the route of the canal as finally selected, but in any event this does not in any particular supplement or aid the points sought to be made by you and Major Ewing in regard to the manner in which descriptions should be placed in the deed. The question as to whether it was written in pencil, ink or typewriting was not involved.

In regard to the loose leaves, which you say you have not run across in your rounds, I find upon investigation that the majority of the western states, at least, use a method of this kind. Some, like in Oregon, have a large book and a typewriting machine suited to write it in the book. The question as to whether it was written in pen and ink or large, legible handwriting, as you stated, is unimportant. When it comes to legibility as a rule it is more legible when written in typewriting. I find here in the General Land office, duplicates of all patents are kept in loose-leaf books.

While your letter did not necessarily call for an answer, and I

realize it is only intended as a few observations, which judging from the record appears to be an afterthought, yet I thought it well to call your attention as to how it is looked upon from my point-of-view.

Sincerely yours,

*Will R. King*

P.S. I might also observe that whether the pencil marks are erased and even all three of the maps, consisting of the map in the auditor's office here, the project office at Denver, and the looseleaf record in El Paso, should be lost, it is not likely the canal as finally constructed would be erased or lost, also from which its course and ground taken could be cleared up.

WRK.

Denver, Colorado,

District Counsel Edwin H. Peery,

July 31, 1919.

Chief Counsel.

Land description in case of purchase from I. G. Gaal -  
Rio Grande project, R.R.-Tax.

1. Referring to your decision of July 8, 1919, in the matter of description in the purchase of land from I. G. Gaal, et al, for canal purposes for the Rio Grande project and prescribing or allowing the use of maps or plats where descriptions if written out will exceed the usual blank space allowed in printed forms therefor, I had thought to review the matter more fully but after consideration have concluded that I have already stated all that is necessary for me to say on the subject. Under the circumstances I am disinclined to enter into a discussion. There are one or two matters, however, which I beg to call to your attention.

2. The description in the agreement consisted of a large blue print or map with the land to be conveyed noted thereon in colored pencil. I requested a written description not because the description in the agreement was on a map as that method was permitted by regulation, but because the description was imperfect in that a vital part, to-wit: the designation of the subject matter of the grant, was noted in colored pencil and further that the map did not definitely connect the land conveyed with the land to which the grantors were shown by the abstract to have title. When the deed came back without alteration in the description I called attention to the fact, but concluded to pass the deed as sufficient under the circumstances. I am now of opinion that I should have rejected it for the reasons stated.

3. It is bad policy to accept deeds for the Government prepared in part in pencil, which portion could be easily altered without detection. Such deeds are not accepted by good lawyers for their own clients and the Government should be as well served.

4. The land should have been shown as located in the public state surveys to which, or to a portion thereof, the grantors had title. An inset or a key map showed the outlines of tracts designated by the numbers of the surveys, but with no explanation of what the numbers meant. I suggest that if these maps be extensively used the regulations should be further amended so as to require that the land to be granted be indicated on the maps by hatched lines permanently printed into the map or placed thereon in ink and not in pencil.

5. Mr. Bien's memorandum copied into your communication stated that my proposed written description was not satisfactory in that it requires reference to other documents to define the particular tract described. I assume that he had in mind reference to the aforesaid public land surveys as no other references resembling the character of documents were made in my description. This reference as stated above was in my opinion necessary; otherwise, in order to establish title to the premises, it would have been necessary to have gone outside the record to show that the land conveyed was a portion of the land owned by the grantors.

6. Texas conveyancers are particular about this matter owing to the very imperfect descriptions in early deeds and grants and often refer in the descriptions to a number of previous deeds with their records.

7. In reference to keeping loose leaf records in Dona Ana county and elsewhere referred to in the correspondence of District Counsel Dent and given consideration in your decision, I beg to refer to Section 4780 of the Statutes of New Mexico, from which it will appear that it is the duty of the county clerk to record instruments "in a book of good size." This precludes the use of the loose leaf system. Perhaps the practice of recording on loose sheets and afterwards binding them into permanent volumes has been mistaken by Mr. Dent, or some of his assistants, for the loose leaf system of filing. This system I have never seen in force in any of my experiences as a searcher of records.

8. The Texas statutes are even more precise. By Section 6786 Vernon & Sayles Statutes, county clerks are required to provide "well bound books in which they shall record in a fair legible hand" all instruments requiring to be recorded and presented to them for that purpose.

9. Section 6790 of the same statutes requires that the recorder shall record every instrument of writing authorized to be recorded and deposited with him for that purpose "with the acknowledgements, proofs, affidavits and certificates written or printed on the same and all other papers referred to and thereto annexed in the order and as of the time when the same shall have been deposited for record, by entering them word for word and letter for letter, noting at the foot of such record all interlineations, erasures, words visibly written on erasers," etc.

10. Another matter I think should be called to your attention in this connection and that is the prominence given in the letters of District Counsel to the part taken by engineers in the matter of preparing these descriptions and particularly that portion in which he indicates the displeasure of engineers in being required to make the changes which I have some times prescribed in my opinions.

11. It is apparent in this case that there should have been no friction or conflict with the engineers in making the change which I suggested. It is the duty of the engineers (Reclamation Manual, p. 277, par. 2) to furnish the data for descriptions and the conclusion is that the description should be prepared by District Counsel from such data. In this case the engineers had furnished all the necessary data in the original agreement and, as suggested by Colonel Ewing in his memorandum quoted in your decision, any lawyer of fair ability could take such data furnished in the agreement and prepare the written description. It is evident that District Counsel, or probably his assistant, instead of doing this had called upon the engineers to prepare the description anew. To this they would naturally demur.

12. It is unjust to the engineers to assume that they would object to furnishing any data necessary for a District Counsel to prepare his contracts and deeds, but they are not to be expected to perform the work of District Counsel after they have furnished all the data necessary on their part.

13. I do not wish to criticize District Counsel Deat in this particular as I have a very high regard for his ability and industry, but he is compelled to leave these matters to some of his assistants who evidently have not his ability or disposition to handle this work as contemplated that District Counsel should.

- - - -

CC-Chief of Construction.  
D.C., El Paso, Tex.

Edwin H. Peery.

3

*As shown by survey for Riverside canal*

Survey 51

Area occupied by canal based on survey for Right-of-way 1918	5.55	6.083
Area of canal under Gaal Fence		
" " covered " Deed	4.177	
" " " In conflict under fence	1.373	
" " " not in conflict	0.533	

Total area required according to new survey

In conflict -----	1.373	5.55
Not in conflict -----	4.177	0.53
		6.083

Survey 50

Area occupied by canal based on survey for Right-of-way 1918	5.544
" " under Gaal Fence and covered by Gaal Deed	3.544

Survey 49

Area occupied, etc. -----	2.449
" of canal under Gaal Fence -----	0.469
" " covered Gaal Deed -----	1.980
	2.449

Survey 48

Area occupied, etc. -----	2.396
" of canal covered by Gaal Deed -----	0.226
" " " Alderate Deed -----	2.090
" " " Goldstein et al Deed -----	.080
	2.396

Survey 47

Area occupied, etc. -----	2.08
" of canal covered by Goldstein Deed -----	2.08
" " " In conflict -----	

Survey 46

Area occupied, etc. -----	0.53
Area of canal under Gaal Fence -----	

POSSESSORY CERTIFICATE.

Rio Grande Project,  
El Paso, Texas, February 7, 1918.

I, Geo. W. Hoadley, Field Assistant, United States Reclamation Service, certify that I have personally examined the land sought to be acquired by the United States from I. G. Gaal, et al., in S $\frac{1}{2}$  sec. 11, T. 32 S., R. 6 E., El Paso County, Texas, being two tracts containing 5.94 and 0.14 acres of land, respectively, for the Rio Grande project, and that the said proposed Vendors were in actual, sole, and exclusive possession of the land, claiming to be the owners thereof, and no person claiming a right in such land adverse to the Vendors is in possession of any part of it, and that said land is not occupied as a homestead.

GEO W HOADLEY

---

Field Assistant.

10. 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.

CH

El Paso, Texas, March 27, 1918.

The County Clerk of El Paso County,

El Paso, Texas.

Dear Sir:

Transmitted herewith for official recording are four contracts between the United States and different parties, of names and dates as follows:

A. T. Celum and Emma Celum, his wife, dated February 12, 1918.

I. C. Gail and others, dated February 7, 1918 (accompanied by extra blueprint on cloth, to be used in recording). ✓

Hento H. Tooley and W. L. Tooley, dated February 22, 1918.

Elisabeth Bowington, dated February 16, 1918.

Very respectfully,

F W DENT OFH

District Counsel.

Incl. 4 contracts.  
cloth print.

SUBJECT:

DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

Los Angeles, Cal.,  
Aug. 9, 1918.

From District Counsel Edwin H. Peery,

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

Subject: Opinion on title to parcels of land to be purchased from I. G. Gaal, J. E. Quaid, W. M. Coldwell, and Jos. U. Sweeney, for the San Elizario Canal, Rio Grande, Tex., Project.

1. I have examined the abstract of title No. 23367, prepared by the El Paso Title Co., covering title to surveys numbers 49 and 50, situated in the Ysleta Grant, El Paso County, Texas, each survey containing 17 acres more or less, in connection with the agreement of Feb. 17, 1918, of I. G. Gaal, J. E. Quaid, W. M. Coldwell, and Jos. U. Sweeney, with the United States, whereby they obligate themselves to convey to the United States two tracts of land; one situated in the North Half of the South-east Quarter, and the North-east Quarter of the South-west Quarter of Section 11, Township 32 South, Range 6 East, New Mexico, P.M., containing 5.94 acres; and the other situated in the North-east Quarter of the South-west Quarter of said Section, containing .14 of an acre, all in El Paso County, Texas. The consideration to be paid therefor by the United States is \$400.

2. The first tract is comprised of irregular parcels situated in a strip of land 150 feet wide, being 75 feet on each side of the center line of the San Elizario Canal, the ends of said strip being bounded by lines not at right angles with the center line. The strip of land is shown on the blue print attached to the agreement, and the portions included in the purchase are colored red, while another portion colored green is designated as the old Right of Way for the canal, owned by the United States.

3. The second parcel adjoins the first at the latter's western extremity, and is also described in the blue print attached to the agreement.

4. The description as set forth in the agreement is too indefinite, and if used in the deed would necessitate the making and recording of a plat. The use of plats or maps in deeds should be discouraged as far as possible, and in this case it is suggested that the entire tract, including the old Right of Way, be described by metes and bounds, with appropriate ties, naming the entire area, and excepting therefrom the Right of Way of the old

canal stated upon map attached to the agreement as occupying 4.35 acres. This description should be followed by a statement that it includes the same land embraced in the agreement of February 7, 1918.

5. The abstract begins with Aug. 27, 1881, date of the deeds from the Town of Ysleta, conveying said surveys numbers 49 and 50. The title of the Town of Ysleta to the grant of that name in El Paso County, Texas, has been considered in previous opinions in passing upon other abstracts connected with purchases ~~in the United States~~, and deeds from the Town, especially those of ~~the United States~~, ~~and~~ ~~the~~ ~~same~~ ~~good~~ ~~title~~.

6. From an examination of the abstract, and assuming the title to the premises in question to have been duly vested in the Town of Ysleta, I find that on April 4, 1918, date when the abstract closed, good title to surveys numbers 49 and 50 in said Ysleta Grant was vested in fee simple as follows:

- (a) An undivided three-fourths in A. G. Gaal, and
- (b) An undivided one-fourth in J. E. Quaid, W. M. Coldwell and Jos. U. Sweeney.

Unencumbered, except as follows:

- (a) Tax Deed of Sept. 16, 1891, to the City of Ysleta (page 10 of abstract).
- (b) Contract of lease to Benigno Alderete running from year to year (page 14).
- (c) Taxes for the years 1885, 1886, and 1897, amounting to \$5.98; and 1917 on the Undivided one-fourth of Coldwell, Sweeney and Quaid, amounting to \$9.25.

7. On page 7 is a Quit Claim Deed from Ella D. Earle and William H. Earle, her husband, to H. M. Mundy, L. L. Mundy and J. J. Mundy, conveying, with other lands, said survey number 49.

In view of the showing made of adverse possession under the vendors and their predecessors in the suit abstracted at pages 15 and following, I think that whatever title may have been conveyed by this deed may be regarded as barred by limitation.

8. The deed should follow the usual form of conveyances in the State of Texas, and the description should show that the

parcels of land conveyed are situated in said surveys numbers 49 and 50 of the Ysleta Grant. A blue print or map should accompany the papers when the voucher goes forward for settlement, showing the outlines of surveys numbers 49 and 50 and the location therein of the parcels of land to be conveyed.

9. After the above objections to the title have been removed to your satisfaction, the agreement of purchase may be carried into effect by accepting a deed from the vendors, executed in due form, conveying the land embraced in the agreement under the description as indicated herein, and by placing said deed on the title adversely affecting the interests of the vendors subsequently to the date when the abstract closed. The abstract should thereupon be continued to include all instruments up to and including the deed to the United States.

10. After title has vested in the United States, free of encumbrance, the consideration named in the agreement may be paid in due course, the fiscal agent transmitting with his vouchers the papers prescribed by the Reclamation Manual in the case of land purchases.

11. The papers should include <sup>a</sup>the certificate showing that the land is in possession of the vendors, and that the same is not occupied as a homestead. The possession of the lessee is the possession of the vendors, but his interest must be secured before completion of the purchase.

Enclosures: 1. agreement of purchase, and 2. Abstracts No. 23367 of the El Paso Title Co.

EDWIN H. PEERY

El Paso, Texas, May 4, 1918.

From C. F. Harvey, Clerk.

To Edwin H. Peery, District Counsel, Los Angeles.

Subject: Forwarding title papers for examination.

1. The following abstracts, with agreement to sell and blueprint for each case, are forwarded herewith for your examination:

I. G. Geal  
J. H. Bradt  
Luis Torres  
Jesus Dominguez  
Elizabeth Howington  
Antonio Lessich  
C. H. Cottingham

2. With the exception of the last two cases, I believe these are all new with you. The Antonio Lessich abstract was returned for the purpose of having additional land included in it, and your notes in regard to this matter are also inclosed with the abstract. The Cottingham abstract was held up awaiting decision of the New Mexico Supreme Court in the title suit, and this decision is now included in the abstract and confirms title in Cottingham. In the extension of the abstract, however, there now appears a judgment for taxes and penalties, but a representative of Cottingham's was in the office yesterday and authorized us to pay taxes and deduct same from purchase payment.

3. Reference is had to papers in the Ramon C. Gonzales purchase. Under date of April 22 we wrote Gonzales at Leroy, N. Mex., stating that you had taken these papers with you to Hillsboro, and sent you copy of this letter with note at the bottom asking to be corrected if we were mistaken and stating that we would await your further advice. Have you the Gonzales papers? We do not find them here.

C F HARVEY

inclo.

State of Texas, County of El Paso:

Before me, the undersigned authority, this day personally came and appeared I. G. Gaal, to me well known, and who, being duly sworn by me, did depose and say:

Benigno Alderete, of my personal knowledge, died  
on the 31st of May 1916; said Benigno Alderete  
being the same person who was the lessee under a lease  
and contract dated June 25, 1914, entered into between  
him and myself, concerning, among other lands, Surveys  
Nos. 49 and 50 of the Ysleta Grant, El Paso County,  
Texas; and due to the death of said Benigno Alderete  
the said lease contract terminated, as to himself and  
heirs and all other claimants thereunder, on the 31st  
May 1916.

I G GAAL

El Paso, Texas,

Subscribed and sworn to before me  
this 27th day of February, A. D.  
1918, 1919.

G W HOADLEY

My com. exp. June 1, 1919. Notary Public.

El Paso, Texas, April 2, 1919.

From: District Counsel.

To: Edwin H. Peery, District Counsel, Denver, Colo.

Subject: Second opinion on title to land purchased from I.G. Gaal, J.E. Quaid, W.M. Coldwell, and Joseph U. Sweeney, for the San Elizario Canal-Rio Grande Project-Also Genera; subject of land descriptions.

1. I have carefully considered your letter of March 19th on above subject, particularly that portion which relates to description of the lands to be conveyed. Upon this feature it is my belief that there should be reached a definite understanding for future guidance, since your suggestions go to the general policy of using plats in order to curtail land descriptions.

2. I have discussed your letter with the engineers in the office here, who are not in accord with your statement that there is more danger of making mistakes in copying a plat than in copying a description, or that it is easier to describe a tract by metes and bounds than by a plat. They also state that the description suggested by you in paragraph 10 is superfluous in showing intersections of the right of way of the old canal with the property lines, stating there is no advantage whatever in this, since there is no description given of the old right of way between these property lines.

3. Permit me also to direct your attention to the fact that there is no necessity of reducing the plat to proper scale for recording, nor is there any additional expense for recording the plat, as suggested in your letter. The recorders here accept the plats on whatever scale they may be prepared and I have in mind several cases in which we have filed plats 25 or 30 feet in length showing on large scale an entire community ditch several miles in length. The recorders here do not charge for filing the plats, although they do charge by the folio for recording instruments, so that naturally the longer the written description, the greater the charge for recording. Your objection therefore in this regard has no application to the conditions here. In fact, the expense of recording in the manner suggested by you would be considerably greater than by the plat method.

4. Your description as written occupies practically an entire page of single-space typewritten matter and could not be inserted in the blank deed forms. Had this description been written out in full in words and figures, as required by instructions at page 254 of the Manual, I think I am safe in saying it would occupy at least two full pages. If my understanding of the instructions at page 255 of the Manual is not in error, this is a case particularly in point, that is, it is a "long and complicated description" where plats should be used in order to shorten the description.

5. There is a further matter to be considered, which perhaps you have overlooked: The preliminary agreements have to pass thru and be approved by the Denver and Washington offices and we have had several agreements returned where the descriptions were long, calling attention to page 255 of the Manual and directing that the procedure there outlined with regard to plats be followed. We therefore find ourselves caught between two barrages - if we prepare descriptions such as you suggest, the course is criticized by Denver and Washington, or the agreements are returned for preparation as required by the instructions mentioned. If we do not so prepare them, objection is lodged by you and it is usually necessary to prepare entirely new descriptions. The descriptions in the preliminary agreements are required by page 254 of the Manual to be identical with those incorporated in the deeds (see also page 258).

6. Doubtless you will recall that some year and a half or two years ago while in El Paso, you, Mr. Perkins, the then office engineer, Mr. Dreyer, who then was and now is in charge of land descriptions in the project office, and myself discussed the matter of land descriptions to be used where old ditches are to be enlarged and reconstructed as in this case, and it was agreed at that time that plats would be used in order to simplify and abbreviate descriptions. Where an old ditch is worked over, to describe accurately by metes and bounds both the new right of way and the old ditch involves a large amount of work and expense. We have, therefore, heretofore described only the new right of way and delineated the old ditch graphically, by means of a plat. In this way it is possible to locate the new right of way which is the property to be conveyed. However, from your description, unaided by a plat, it is impossible to locate the land that is to be conveyed. You describe merely the exterior boundaries of the right of way for the new canal, which comprises in the instant case 10.29 acres, and at the end of the description you append the statement "excepting therefrom and from this conveyance 4.35 acres lying within the banks of the old San Elizario Community Ditch, over which the United States has an easement for the operation and maintenance of said ditch, the total area hereby conveyed

being 5.94 acres." There are no possible means by which either the 4.35 acres in the old right of way or the 5.94 acres in the new right of way to be conveyed by the deed may be located from your description, which for this reason appears to me to be objectionable and less desirable than the description in the agreement and deed, with plats accompanying.

7. There is another feature of your letter which I am unable to understand. I cannot reconcile with the description you suggest your statement contained in paragraph 12 of your letter to the effect that "the better plan is to except only the easement in favor of the United States, allowing the deed to convey the fee simple title. In this way the entire tract is vested in the United States in fee simple instead of a portion being vested in fee simple with only a right of way for a canal over an undefined portion thereof." Your description expressly excepts from the conveyance the old right of way, so that there is neither a confirmation of the easement already possessed by the United States, or a conveyance of the fee to the old right of way, which remains in statu quo, so far as the deed is concerned. Your description and paragraph 12 of your letter appear to be inconsistent in this regard.

8. The engineers advise me that descriptions now are and for some time have been written in the manner approved by you in the discussions had as heretofore stated and as outlined in the project manager's letter to you of July 18, 1917, subject "right of way descriptions, El Paso Valley" and your reply thereto. By this method plats are used showing all courses and distances necessary for a complete description as outlined on page 255 of the Manual. The engineers admit that the description of the Gaal tract is not as complete as it might have been and as descriptions are now being prepared. I am, therefore, not defending or standing sponsor for this particular description, but it is against the general policy suggested that my remarks are directed. I am inclined to concur with the engineers in favoring the plat method for the reasons stated herein.

9. I note your suggestion that the use of a brief description with plats, or the adoption of a metes and bounds description is a matter addressed to the discretion of the conveyancer or district counsel. To this view I cannot wholly subscribe. Under existing instructions the engineers and not district counsel are responsible for land descriptions and must approve them, and while, of course, we collaborate with the engineers and assist them in every possible way in working out proper descriptions, I am inclined to defer to their judgment and permit to them the use of some discretion in the matter of land descriptions, in which under prevailing regulations, they are responsible. Should the engineers attempt to dictate to district counsel in the

matter of titles or other legal matters, I have no doubt that this might be construed as unwarranted interference, yet in the matter of land descriptions it seems to me that we lay ourselves open to the same charge. So long as the engineers are responsible for land descriptions, why not let them have some voice in the manner? As I view it, this is not a matter of translating the terminology employed by the engineers into proper legal language, as suggested in paragraph 8 of your letter, since you have absolutely rewritten the description and suggested the adoption of a method entirely at variance with the one which the engineers prefer. I agree with you that it may be sometimes desirable to supplement descriptions furnished by the engineers, so as to show land ties and property line, and to connect the description with former deeds of conveyance in the light of data shown by the abstract, or perhaps to change certain terminology employed, but this is by way of amplification merely to show data not available to the engineers when descriptions are originally prepared, and does not amount to the adoption of an entirely new method.

10. If you wish the use of plats discontinued, as appears from your letter, I again suggest that you take the matter up with Denver and Washington and secure appropriate amendment of the existing regulations, or have issued special instructions applicable to the situation here. This is necessary in order that the engineers may know how to proceed and that we may have some definite instructions to support our requests.

11. Economy in time and expense requires that we discontinue the practice of using one form of description in the preliminary agreement and then later being required to prepare an entirely different description for incorporation in the deed. I believe I am not exaggerating when I state that the majority of descriptions connected with purchases on the Rio Grande project have been rewritten at your suggestion. This involves duplication of work in addition to being contrary to instructions (pages 254 and 258 of the Manual). It is highly desirable to have a satisfactory description incorporated in the preliminary agreement and followed in the deed.

12. If you will submit to Denver and Washington a clear-cut, definite outline of how you wish descriptions written and secure approval of your plan, I am sure all concerned will endeavor to conform, but it is desirable that there be had some clear understanding fortified by instructions. The engineers in the office here have at all times exhibited the fullest desire and willingness to cooperate with us, but you will doubtless appreciate that we should have something more tangible than a mere request preferred by district counsel when asking them to depart from what they consider the proper method, supported by existing regulations, in the matter of land descriptions. It may be that you can devise or suggest

some feasible method to be followed, save in exceptional cases, of writing, without the use of plats, a sufficient description of reasonable length. By reasonable length, I have in mind a description that might be written in the blank space provided in the deed forms without the necessity of attaching a separate sheet. Riders or pasted slips on contracts or other instruments are prohibited by regulations, and it is necessary to attach a separate full-size sheet, which is particularly cumbersome and objectionable in the case of a deed because of the arrangement of the printed matter. It seems to me that a reasonable test of whether a description is "long and complicated" within the purview of instructions, might be whether it could be written in the space provided in the deed form - usually about one-half page in the forms employed here, - but depending after all upon the sound discretion of the engineers.

PWDEWT

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CC to Chief Counsel.

Denver, Colorado, March 19, 1919.

District Counsel Edwin H. Peery,

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

Second opinion on title to land purchased from I. G. Gaal, J. E. Qnald, W. M. Coldwell, and Joseph U. Sweeney, for the San Elizario Canal, Rio Grande Project, Texas.

1. I have considered your opinion, prepared by Mr. C. F. Harvey, of March 12, 1919, relative to the above purchase.

2. On August 9th last I rendered an opinion in the matter of the title to the premises involved in this purchase in which I found that the title was encumbered as follows:

(a) Tax deed of September 16, 1891, to the City of Ysleta (Page 10 of abstract);

(b) Contract of lease to Benigno Alderete running from year to year (page 14);

(c) Taxes for the years 1885, 1889 and 1897, amounting to \$5.98, and 1917 on the undivided one-fourth of Coldwell, Sweeney and Qnald, amounting to \$9.25.

3. It appears that these tax liens have been removed and the lease terminated excepting that no specific release of the tax deed is mentioned. There is attached to the abstract as extended a certificate by the County Tax Collector to the effect that "taxes paid up to and including 1918."

4. The deed duly executed by the vendors has been placed of record and the abstract extended to February 26, 1919, including the record of said deed.

5. In my opinion in paragraph 11 it is stated that the papers should include a certificate showing that the land is in possession of the vendors and that the same is not occupied as a homestead. I find no such certificate with the papers forwarded to me, but presumably it can easily be supplied from your office.

6. In paragraph 8 of the opinion it was stated that the conveyance, a form of which did not accompany the papers, should be in the usual form of conveyances for land in the state of Texas and should show that the land was situated in Surveys 49 and 50 of the Ysleta Grant.

7. It was also suggested in paragraph 4 that the property should be described by metes and bounds instead of by a map or blue print attached to the deed as had been done in the case of describing the land in the agreement of sale. This does not seem to have been done but instead a deed was prepared referring generally to the land to be conveyed and referring to the blue print attached with the statement in the body of the deed to the effect that the portions of the land to be conveyed were colored red in the blue print and that which was colored green was the land occupied by the right of way of the old San Elixario Community Ditch. The abstract of the deed (Entry No. 2 of the extension) contains the language used in the body of the deed, but no blue print, and it therefore cannot be ascertained therefrom whether the deed covers the land embodied in the agreement except by reference to the agreement, the abstract of which is likewise defective.

8. It is to be regretted that my directions in this matter have not been complied with. Page 255 of the Reclamation Manual, to which reference is made in your opinion, does not require the use of blue prints or maps, but leaves the matter optional with the conveyancer or with the District Counsel. It is sometimes necessary to use a blue print at hand for greater expedition in executing agreements in the field. This method has the advantage of showing to the vendor at a glance the property to be purchased. The engineers should furnish to District Counsel the data necessary to draw up the deed in due form and in doing so necessarily and properly use their own terminology. It is incumbent upon District Counsel to translate this into proper legal language when drawing up the instrument which is to finally convey the property.

9. In this case the deed has been executed and placed of record. It is my opinion that it is sufficient to convey the title, but the disadvantage is in the danger of making mistakes in reducing the plat to a proper scale to place in the record as well as the additional expense of record, which must be considerable. It is almost always possible, and frequently easier, to describe property by metes and bounds using no more language or figures than are used in the plat if the same abbreviations were resorted to. Information which appears from the plat by implication only can be stated in exact language as, for instance, ownership lines, and, in this case, the location of Surveys 49 and 50 which are indicated only by figures without explanation.

10. The description could better have been stated as follows:

Parcels of land situated in the NE $\frac{1}{4}$  SW $\frac{1}{4}$  and N $\frac{1}{2}$  SE $\frac{1}{4}$  of Section 11, Township 32 South, Range 6 East, U.S. Reclamation Service Surveys, and also in Surveys Nos. 49 and 50 in the Ysleta Grant, El Paso County, Texas, more

particularly described as follows:

Commencing at a point on the line between the property of grantors and that of F. G. Alderete 3984.5 feet South and 501.1 feet West of the Northeast corner of said Section 11, and running thence with said line North  $88^{\circ} 26'$  West (750 feet) to the South toe slope of the old San Elizario Community Ditch; and thence continuing to (1400 feet) a point on the South line of the tract of land hereby conveyed which is 75 feet Southerly from the center line of the right of way of the new canal; thence North  $58^{\circ} 27' 30''$  West parallel with said center line (823 feet); thence continuing said parallel on a circle to the left with a radius of 498.1 feet, a distance of (84 feet); thence continuing said parallel North  $68^{\circ} 35'$  West 552.3 feet; thence continuing said parallel on the arc of a circle to the left with a radius of 403.3 feet, a distance of (85 feet); thence continuing said parallel North  $81^{\circ} 12'$  West (1720 feet); thence South  $3^{\circ} 40'$  West 119.6 feet; thence North  $86^{\circ} 20'$  West ~~to the East bank of the~~ 50 feet to the East bank of the Rio Grande; thence with said East bank North  $3^{\circ} 40'$  East 145.9 feet to the line between grantors and the property of F. Martinez estate; thence with said line and leaving the river South  $88^{\circ} 26'$  East, at 522.8 feet intersect the center line of the right of way for the San Elizario Canal; thence continuing to 1110 feet intersect the North line of the right of way tract of said canal; thence South  $81^{\circ} 12'$  East parallel with said center line and 75 feet distant therefrom at (485 feet) intersect the South line of the old right of way for the San Elizario Community Ditch, and at (660 feet) intersect the North line of said old right of way; thence continuing said parallel on a circle to the right with a radius of 553.3 feet, a distance of (120 feet); thence continuing said parallel South  $68^{\circ} 35'$  East 552.3 feet; thence continuing said parallel to the right on the arc of a circle with a radius of 648.1 feet, a distance of (60 feet) intersect but not crossing the North line of the old right of way heretofore mentioned, and thence continuing to a distance of (115 feet); thence continuing the parallel South  $58^{\circ} 27' 30''$  East at (375 feet) and at (895 feet) intersecting the North line of said old right of way and continuing to (1020 feet); thence to the right on the arc of a circle with a radius of 648.3 feet for a distance of (45 feet) to the South line of the land of grantors; thence with said South line North  $88^{\circ} 26'$  West at (40 feet) intersect the North line of the old right of way and at (135 feet) to the point of beginning; and containing a total area of 10.29 acres, excepting therefrom and from this conveyance 4.35 acres lying within the banks of the old San Elizario Community Ditch over which the United States has an easement for the operation and maintenance of said Ditch, the total area hereby conveyed being 5.94 acres.

11. The figures inserted in parentheses are taken by scaling from the blue print. They can be easily computed or obtained from data in the engineers' office.

12. The better plan is to except only the easement in favor of the United States allowing the deed to convey the fee simple title. In this way the entire tract is vested in the United States in fee simple instead of

a portion being vested in fee simple with only a right of way for a canal over an undefined portion thereof.

13. As the deed has already been executed and recorded and is sufficiently definite to convey title, the consideration may be paid in due course if, after an examination of the records by Mr. Harvey to ascertain whether anything further has been done with reference to the tax deed heretofore mentioned in my opinion, it appears that nothing further has been done to assert the lien. There should also be attached to the abstract a copy of the blue print attached to the deed so that the abstract will show the property conveyed.

14. After these matters have been duly attended to the consideration may be paid in due course.

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CC-Chief Counsel, Wash. D. C.

Edwin E. Peery.

Encs:

1. Opinion of District Counsel.
2. Certificate of I. G. Gaal as to location of lands in Surveys 49 and 50 and the termination of the lease.
3. Deed from I. G. Gaal and others dated Aug. 20, 1918.
4. Abstract No. 23367 continued to March 3, 1919.

Portland, Oregon, May 16, 1919.

From District Counsel Edwin N. Peery

To Chief Counsel.

Subject: Land Descriptions, purchase from I. G. Gaal et al. -  
Rio Grande Project, New Mexico-Texas.

1. I am in receipt of copy of a letter directed to you by District Counsel P. W. Dent, relative to correspondence between him and this office relative to the manner of describing lands to be conveyed to the United States.

2. This correspondence resulted from a description of land in a deed by the vendors above named, wherein the land was particularly described upon a blue print attached to the deed and by the use of colored penciling. As I remember it, the section of the canal exhibited on the blue print attached to the deed showed three classes of land,- an old right of way for a canal which had been purchased by the United States, the parcels of land to be purchased, and land lying within the new canal strip but outside the limits of the vendors' land. Two, and possibly three, colors of penciling were used in designating the various classes of lands shown upon the blue print.

3. This method I considered objectionable for reasons which have been stated in the correspondence to which District Counsel refers, and I have no desire to repeat them here or to enlarge upon the same. In this case the blue print was so large as to require a reduction to a smaller scale, if the same was to be copied into the deed records or a tracing thereof pasted therein. I was led to believe from the communication of District Counsel that a copy of the blue print was filed separately or in connection with the deed when filed for record, and separately deposited without being copied into the deed record proper. He now states that my assumption that this practice prevailed was wholly erroneous and that as a matter of fact the plats are pasted in the book with the deed precisely as contemplated by the Manual regulations. But in the same paragraph of his letter he refers to certain deeds that have been filed in which descriptions were made by blue prints or maps attached, and adds:

"While not in every case perhaps pasted in the book in these cases the plats are filed in the same compartment and properly indexed and connected up with the deed, and in these cases they are as much a part of the records as if pasted in the book at the page of the deed."

4. We are therefore left in some doubt as to the practice in the Recorder's office in El Paso County, although it is plainly stated that the practice is not in vogue in relation to the deeds with which I am concerned. It is certainly a very objectionable practice, and I doubt its legality. Some states provide specifically that the county officers shall provide certain books in which deeds must be recorded, and this does not cover the case of the filing of part of a deed and its deposit in some place in the office with only a reference thereto in the deed records.

5. Another objectionable feature in the use of plats in ordinary cases is that it is particularly difficult to secure certified copies within a reasonable time, since these plats or maps must necessarily be copied if blue prints of the same are not available, which would not likely be the case after the lapse of a short time.

6. Mr. Dent desires decisions upon three questions or points designated as (a), (b) and (c) of paragraph 13 of his letter. I have sufficiently expressed my views upon these points so far as I understand them, which are:

(a) Neither the use of plats nor descriptions by metes and bounds are to be used exclusively. Descriptions by metes and bounds or by center lines are preferable, but the use of plats may be employed in exceptional cases where descriptions would otherwise be too long or complicated or where expedition is required in the execution of an agreement.

(b) District Counsel should determine the kind and prepare descriptions for land agreements in deeds from data supplied by the engineers.

(c) Description suggested by Mr. Peery in the matter of the purchase referred to herein is sufficiently definite. It is not desirable to meander an old right of way lying within the limits of an enlarged right of way embracing the old right of way; but the area of the old right of way should be estimated approximately and stated in the agreement and deed, this for the purpose of preventing a failure of title being shown, which might hinder the payment of the purchase price.

7. There is no occasion as I see for any controversy with the engineers. I have always found them ready and willing to furnish District Counsel with any information necessary for preparing agreements of sale and deeds which are to follow. I have never known them to interfere with District Counsel in preparing descriptions, and there is certainly no disposition on the part of District Counsel to dictate the form in which they shall submit data for such descriptions. Usually such data will follow the ordinary methods of describing land surveys, but they may at times be tinged with terms and forms appropriate to engineering surveys.

8. I beg to submit herewith the observation that these preliminary agreements may often have to be executed before the engineers set foot upon the premises of the owners, and this is indicated by the form used for entering into such agreements. If a canal strip is to be purchased at the same time that an agreement is made, for permission to enter upon the land for the purpose of making surveys, such strip must necessarily be described in general terms. The land may properly be described as a strip of a given width as located and staked out or as may thereafter be located and staked out across certain premises described. After surveys have been completed, a more particular description of the tract can be made up for insertion in the deed, which description of course will be for the same land as that covered by the agreement of sale.

9. If it is desired that I give my views at further length upon this subject, I shall be pleased to do so, but unless I receive directions to that effect I shall consider the matter sufficiently discussed.

Edwin H. Peery

Copy to D. C., El Paso, Texas. ✓

DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

WASHINGTON, D. C.

JUL - 8 1919

From Chief Counsel,  
To District Counsel Dent, El Paso, Texas.  
Subject: Land Descriptions, purchase from I. G. Gaal et al -  
Rio Grande Project, New Mexico-Texas.

1. In re yours of May 17, land descriptions, purchase from I. G. Gaal et al, Rio Grande Project, New Mexico-Texas, I have reached conclusion thereon.

2. After taking the matter up for consideration I submitted same to Major Ewing who has much to do with land titles along with Mr. Peery, and he responded in the following memorandum under date of May 15:

"I concur fully with Mr. Peery's contention that in very few instances should plats be used rather than a description of the land in the body of the instrument. I further concur with Mr. Peery in his contention that it is very dangerous to paste plats in land office record books kept in the several counties of the States. Where the county and state are young and the records are comparatively few the plats which are pasted in the record books remain there and answer every purpose. However, an experience of many years in examining records which have been in existence for a hundred years or more show that such a method of all methods the most dangerous. After many years the plats become detached and in an astonishing number of cases finally lost. I recall several instances where the United States was put to the delay and expense of condemning land needed for the Appalachian Forest Reserve merely because old deeds referred to plats which had once been of record and which were hopelessly lost.

Therefore, I much regret that the Manual has authorized the pasting of plats in county record books, and I am profoundly in sympathy with Mr. Peery in his effort to correct this great fault.

Hence, I suggest that paragraph 16, page 255 of the Manual be amended so as to require that where plats accompany deeds they shall be upon such a scale as will enable the recorder to copy them in the record book when the deed is recorded; and that unless such plats can be copied, and not pasted in, that they be not used with instruments which must go upon record.

Since Mr. Peery is in charge of the title work in the field, I further recommend that Mr. Dent be advised that in any case of dispute as to whether, under the restrictions herein suggested, the plat shall be used or not, Mr. Peery's opinion must be final.

Question (b) propounded by Mr. Dent raises the point which I made

in a letter to him recently in reference to initialing engineering data in deeds. In the first place, the work of the engineers up to and including the final plat must be left to them so far as counsel is concerned. The engineers should be required to initial, in the first instance, all engineering data. When that data goes into the hands of the District Counsel he should be required to follow the plat inasfar as possible by a description incorporated in the body of the instrument. Any lawyer of fair ability can take the plat and from it describe the land in the body of the instrument, without any undue occupation of space. Then the party drawing the description should be required to initial the Washington copy of the instrument, and be responsible for its conformation to the data furnished by the engineer. In such cases where Mr. Peery prefers to have these descriptions conform to certain rules, the District Counsel under whom he is serving should respect his requirements.

In reference to question (c), it occurs to me that Mr. Dent is rather technical. Of course we all know that a circle is a line all points of which are equally distant from the center, while a curve may have a parabolic course, so that while the word "curve" in the instances to which Mr. Dent refers is probably the more technically correct, yet Mr. Peery's description is not fatally defective. However, Mr. Dent asked no question under (c).

By making the engineers responsible for the data furnished to the District Counsel, and the District Counsel, subject to Mr. Peery's instructions, responsible for the copy of the data contained in any instrument, there need be no infringement upon the sphere of the engineers.

Therefore, I recommend that in all cases what Mr. Dent speaks of as a metes and bounds description be used in all instruments, subject to such exceptions as the Counsel who has charge of the titles may authorize."

June 8, 1919.

I think the Major is about right. (OH)

June 11, 1919.

Note: A fallacy appearing in above, might be termed "begging the question", unless we assume Mr. Peery's authority exceeds that of Chief Counsel, for Mr. Dent is calling on the Chief Counsel to decide a disputed point between two of his subordinates. In other words, it assumes a point decided, which is to be decided.

King (Chief Counsel).

June 18, 1919.

Reply: No, the memorandum is my suggestion as to how you should decide. I am merely giving my view of what should be said in the letter giving your decision.

E.W.R.E.

I also requested Mr. Bien to carefully consider the same and prepare memorandum thereon which, in part, is as follows:

"I have examined the correspondence which you handed me, upon the above subject.

The instructions of the Manual on pp. 254 and 255, paragraphs 15 and 16, were adopted after considerable experience in connection with similar complications in other projects.

The questions under discussion have been resolved into 3 propositions,  
(a) whether the tract should be described by metes and bounds in the deed or whether in complicated cases plats may be attached and referred to in the deed for more detailed description.

I am satisfied that the instructions in the Manual represent the best practice, namely that in cases of long and involved descriptions the plat should be used, and I agree with the limit suggested by Mr. Dent that if the description is too long to go into the usual space reserved for this purpose in the printed forms the plat should be used.

Objection is made to the suggestion that the plat be pasted in the County records as it is likely to be lost. Mr. Dent suggests that in some Counties the record is made in loose-leaf form and the plats can be filed with them. It is, of course, much better if the plat can be of such size as can be copied into the record, but even if pasted into the record and lost there is practically no danger of complication because the original would be preserved in the Treasury Department where it will doubtless always be available in case it is required. The difficulty resulting in the loss of plats in the county records referred to by Major Ewing would not apply in our case because those were plats belonging to private parties and the originals might be difficult to obtain after a lapse of years.

(b) Who should make the descriptions in the deeds? In my opinion these should be prepared in collaboration between the Engineers and the District Counsel as has been done in the past with very little difficulty. The Engineer will furnish the complete accurate data and the Counsel will see that it is in proper legal form.

In my opinion the description in the contract and in the deed should be the same, as otherwise there might be danger of fatal variance between the two which may introduce embarrassments where intervening rights are claimed.

(c) Whether the description used by Mr. Peery is satisfactory?

It does not seem to me satisfactory as it requires reference to other documents to define the particular tract described. The use of the term, "arc of the circle" is unnecessary because the radius being given the curve must necessarily be a circle. The better term would be "on a curve to the left with radius of \_\_\_\_\_ feet" which is most generally used by engineers.

I think a careful compliance with the regulations as they now stand has in the past produced in most projects a very satisfactory uniformity of practice and I see no reason for departing from this method."

After carefully considering the matter myself in connection with the memoranda above quoted, I concur in the views taken by Mr. Bien. As pointed out by him the dangers encountered under the present system referred to by both Mr. Peery and Maj. Ewing are obviated by reason of the fact that the plats, or copies thereof at least, are on file in the Treasurer's office and also in the offices of the Reclamation Service. The policy determined is, that a brief description should be made in the deed and reference made to plats as provided in the Manual which, as indicated in Mr. Bien's memorandum, was adopted after considerable experience in connection with similar complications on other projects. A brief description ordinarily would mean such description as could

be placed in blanks in the deed. However, there may be exceptions occasionally where it will be necessary to typewrite a description and place same in deed covering more ground than the space provided for it. Much discretion must be left to the District Counsel in such matters. Of course it is possible that all plats might be lost, but the same might be said of the record of deeds as used in the loose-leaf system now in force. It would not be difficult for the entire deed as recorded to disappear from the records. Hence the argument might be made against the system advocated by Peery, et al, on the same grounds as advocated against the Manual system now in use, even though the danger may be more elastic than if we had to depend entirely upon the descriptions being fully and exclusively in the deeds, or by copying plats, etc.

But as stated the plats will always be available either in the Treasurer's office or in the Reclamation Service offices, as the case may be.

You may proceed, therefore, to follow out the plans as above indicated, which as I take it, is in harmony with the view you have taken.

I am sending copy of this letter to Mr. Peery.

Sincerely yours,

  
Chief Counsel.

El Paso, Texas.  
August 5, 1919.

**From:** District Counsel P.W.Dent  
**To:** Chief Counsel, Washington, D.C.  
**Subject:** Land description in case of purchase  
from I.G.Gaal - Rio Grande Project ,  
New Mexico - Texas (General Land  
Descriptions).

1. Mr. Peery's letter of July 31st on above subject, a copy of which I have received, apparently is designed to reopen the matter of land descriptions used in the case of I.G.Gaal and I fear may serve to adnubilate the issue. Moreover, in my judgment, this letter contains a criticism or attempted criticism of my assistants or some of them, which is undeserved and, for this reason, I deem a response necessary, though I regret to prolong the discussion of this matter, which I had considered as closed.

2. My letter of May 7th sought to secure decision on certain matters therein submitted, for future guidance and to avoid duplication of work in rewriting descriptions by metes and bounds in order to meet the views of Mr. Peery, when in the preliminary agreement, center-line descriptions, with plats, had been used. This is made perfectly clear by paragraphs 1 and 10 of my letter of April 2nd to Mr. Peery. The sole controversy, therefore, was over the use of plats and center-line descriptions, which in certain cases were favored by the engineers here and myself, instead of metes and bounds descriptions upon which Mr. Peery insisted. The arguments of both Mr. Peery and Major Ewing show that this was the issue or else their arguments are beside the mark.

3. It is to be remembered that the Gaal case

was closed when my letter of May 7th was written, yet Mr. Peery implies in paragraph 2 of his letter of July 31st that he did not object to the plat method of description "as that method was permitted by regulation" but because the Gaal description was imperfect in a vital part, yet was accepted by him as sufficient. I believe paragraph 14 of my letter of May 7th explains fully why this question was submitted and upon what points decision was desired.

4. Much emphasis is placed by Mr. Peery upon what he terms bad policy to accept these deeds prepared in part in pencil, which portion could be easily altered without detection. This practice for which I have never stood sponsor (see paragraph 8 of my letter of April 2nd) has been discontinued, as the correspondence shows, and was used only in an emergency when old canals were being hurriedly reconstructed during the non-irrigation season and when there was a shortage of engineering assistance. I enclose, herewith, a copy of the plat used in the Gaal case. It is to be remembered that we were purchasing additional land for the enlargement and straightening of an old canal. The plat shows in white lines and appropriate legend the old right of way, in connection with which we had an easement, and the new right of way being purchased. The coloring in pencil is merely for the purpose of showing in a distinctive manner the old and the new right of way. Assuming that the coloring in pencil should be entirely eliminated by fraud or otherwise, there would still remain the white lines delineating the exterior limits of the new canal, as constructed, and appropriate legend showing the old canal. Therefore, even assuming that the coloring should be removed as Mr. Peery apprehends might occur, we would still have on the print exactly the same description which he attempts to make in a long-winded sample submitted as ideal, but from which there is no possible way of ascertaining or locating without plat or other extraneous evidence the 6.08 acres conveyed by the deed out of the 10.43 acres, the exterior boundaries of which are described. It is impossible to locate by Mr. Peery's description the land conveyed, and this is the matter to which Mr. Bien refers in his memorandum. If this is a description "which any lawyer of fair ability could easily prepare" as suggested by Major Ewing, quoted with approval by Mr. Peery, I would prefer to have descriptions

prepared by engineers or lawyers of less distinguished ability perhaps, but who are not disposed to arrogate unto themselves functions properly belonging to engineers.

5. Moreover, as suggested in your letter of July 8th, we have copies of the prints and the original from which the copies are made in the project office here, in the Washington office and in the auditor's office, the latter being regarded as the original, and it is unlikely that all of these copies and the tracing should be lost or misplaced. Likewise, the canal is located and built and it is hardly likely that it could be lost or misplaced, or even that the location would be frequently changed. It, therefore, appears to me that the scare about the loss of plats and the consequent danger to the United States is largely fanciful - what is sometimes referred to in the vernacular as "flapdoodle" and has no application where a small tract of land is being taken for a canal, the right of way of which is definitely fixed by location. The remarks that might have some possible application to large tracts of land taken for a forest reserve or other purposes involving the expenditure of a large sum of money, and where there are no physical indications upon the ground determining the exact boundaries, would be inapplicable to a case of the kind under consideration. It appears to me the conditions should have some consideration from a practical viewpoint.

6. In paragraph 11 of Mr. Peery's letter of July 31st, it is stated that in the Gaal case the engineers had furnished all the necessary data in the original agreement and criticism is made of this office for again submitting the matter to the engineers, yet in the brief description which Mr. Peery prepared, all the distances given (and which were not written out as required by instructions - thereby making the description longer still) were taken from scale or assumed, and he states in paragraph 11 of his letter of March 19th that these matters "could be easily computed or obtained from data in the engineer's office". He could not complete it himself, yet we were expected to do so.

7. In paragraph 7 of the letter of July 31st, Mr. Peery refers to the statutes of New Mexico which require that instruments shall be recorded "in a book of good size", stating that this precludes the use of the loose-leaf system. I am fond of a joke and am indebted to Mr. Peery for the merriment which this occasions. Just what he would consider a book of a good size can only be surmised.

but for his information, I will state that the loose leaves used are about 15 x 20. The instruments are written upon these loose sheets by wide carriage typewriting machines and the sheets are subsequently placed in a loose-leaf binder, after the manner of all loose-leaf systems which have come under my observation. It might just as well be stated that the binder must be fastened with a cord or a piece of string of a good size or length.

8. Mr. Peery also quotes from the Texas Statutes which require the recorders to provide "well bound books in which they shall record in a fair legible hand" all proper instruments. I do not know whether this reference is made for the purpose of showing that the loose-leaf system is not used, or if used, whether it is intended to question the validity of the practice. If the reference goes to the question of practice, permit me to state that it is done in El Paso County and so far as I am advised, this method has not been called in question by any one except Mr. Peery. Perhaps he might also question the recording of these instruments in typewriting instead of "in a fair legible hand" as the statutes require.

9. If Mr. Peery has never seen the loose-leaf system in use in the offices of recorders, and he states he has not, perhaps it might be well for him to investigate the methods used by up-to-date offices where there is transacted a large volume of business. I believe that he will find that the loose-leaf system is followed in a majority of the offices mentioned. Just what is meant by the loose-leaf system is elementary and I supposed would be readily understood. The Reclamation Manual is an example, and differs in no material manner from the systems in use in the recorders' offices mentioned, save in size of sheets and binder.

10. Mr. Peery implies that perhaps this whole matter has its origin at the instigation of some of my assistants. Permit me to explain that although I do not personally handle all of these matters, when anything of particular importance arises, it is the custom to discuss with me, and in this case the question of land description was considered of considerable importance, because of the confusion which had arisen by the practice of having descriptions prepared and used in one way in the preliminary agreements and later at the direction of Mr. Peery entirely new descriptions being required. It was with the view of

arriving at some definite understanding regarding the descriptions to be prepared that this question was submitted after full consultation with the engineers in the project office, in order that the description might be prepared properly in the first instance and adhered to, in so far as purely engineering data and the method of description are concerned, thereby eliminating unnecessary work and duplication.

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P. W. Dent

encl.

Copy to C. of C.,  
" " P.M.,  
" " Mr. Peery

THIS AGREEMENT, made this 2th day of February  
 nineteen hundred and eighteen, between I. O. GAAL, J. E. QUAID, W. M.  
and COLDWELL & JOS. U. SWANEY his wife, of El Paso  
 County, El Paso, for them selves, their heirs, legal represen-  
 tatives, and assigns, hereinafter styled the vendor, and The United States of America and its assigns by

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

WITNESSETH:

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

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

Tract No. 1: Situated in the South half(1/2) of section eleven  
(11), Township thirty-two(32)South, Range six(6) East, U.S.R.S.  
Survey, Yaleta Grant, containing five and ninety-four hundredths  
(5.94) acres, more or less, and being the land owned by Vendor in-  
cluded in a tract of land one hundred fifty(150) feet wide lying  
seventy-five(75) feet on each side of a center line described on  
blue print hereto attached and made a part hereof: and

Tract No. 2: A rectangular tract of land situated in the  
Southwest quarter(SW 1/4) of Section eleven(11), Township thirty-two  
(32)South, Range six(6)East, U.S.R.S. Survey, Yaleta Grant, con-  
taining fourteen hundredths(.14) of an acre, more or less, and  
more particularly described in said blue print hereto attached  
and made a part hereof:

Said two tracts of land being indicated in red in the said  
blue print.

# AGREEMENT TO SELL

TO

UNITED STATES.

COUNTY OF \_\_\_\_\_ } ss:

I hereby certify that this instrument was filed  
for record at my office at \_\_\_\_\_ o'clock \_\_\_\_\_ M.,  
\_\_\_\_\_ 191\_\_\_\_\_, and is duly  
recorded in Book \_\_\_\_\_ Page No. \_\_\_\_\_

By \_\_\_\_\_

Fees, \$ \_\_\_\_\_

## AFFIDAVIT OF DISINTERESTEDNESS.

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss:

I do solemnly swear (or affirm) that the copy of contract hereto annexed is an exact copy of a contract  
executed by me, personally, with \_\_\_\_\_;  
that I made the same fairly without any benefit or advantage to myself, or allowing any such benefit or  
advantage corruptly to the said \_\_\_\_\_ or any other person or persons;  
and that the papers accompanying include all those relating to the said contract, as required by the statute  
in such case made and provided.

\_\_\_\_\_  
Engineer, U. S. R. S.

Subscribed and sworn to before me at \_\_\_\_\_

[OFFICIAL SEAL.]

this \_\_\_\_\_ day of \_\_\_\_\_, A. D., 191\_\_\_\_\_. My com-  
mission expires \_\_\_\_\_

NOTE.—Execute this affidavit only on the copy for the Returns Office, not on original.

**CERTIFICATE.**

I HEREBY CERTIFY that the land described in attached agreement dated February 7, 1918, with I. G. GAAL et al, is necessary for purposes authorized by the Reclamation Act, viz : for right of way for San Elizario Canal, Rio Grande Project, New Mexico-Texas.

In my opinion the consideration agreed upon is reasonable and I recommend that the contract be approved.

---

Project Manager.

El Paso, Texas,  
February 15, 1918.

Memorandum:

The Contractors who have executed the accompanying agreement to sell are tenants in common of the land to be conveyed, holding same for business purposes and none of which is homestead property.

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Asst. District Counsel.

El Paso, Texas,  
February 16, 1918.

El Paso, Texas, March 27, 1918.

Messrs. I. G. Geal, J. E. Queid, W. M. Coldwell, and  
Jos. U. Sweeney,

El Paso, Texas.

Gentlemen:

This is to advise you that contract entered into between yourselves and the United States for purchase of land for the San Elizario canal right of way, under date of February 7, 1918, has been approved.

In accordance with paragraph 2 of this contract you are to furnish an abstract of title to the land, and this is to request that you order the abstract and have it delivered to this office with as little delay as possible. You will of course understand that it will be necessary to have the abstract in order to examine the title to the land before payment can be made to you of the purchase price under the contract.

Trusting you will give the above your immediate attention, I am,

Very respectfully,

P W DENT CPH

District Counsel.

El Paso, Texas, August 12, 1918.

Mr. J. E. Guaid,  
Two Republics Building,  
El Paso, Texas.

Dear Sir:

Referring to contract to sell canal right of way to the United States, dated February 7, 1918, in which contract you were joined by I. G. Gaal, W. M. Coldwell, and Jos. V. Sweeney, we find the following upon examination of the abstract:

Tax deed dated September 16, 1891, from Adolph Schildknecht, Tax Collector, running to the City of Ysleta. This deed recites sale of Abstracts Nos. 213 and 214, for the year 1890. (P. 10 of abstract.)

Lease by Gaal to Benigno Alderete dated June 25, 1914, from year to year. (P. 14 of abstract.)

Unpaid taxes: 1885, 1889, and 1897, \$5.98; 1917, \$9.25; with penalties which have accrued. (P. 26 of abstract.)

In regard to the tax deed, we assume this conveyance has been redeemed, but would like to have special reference to the redemption put into the abstract if possible, or else secure a copy of the tax receipt showing that the particular taxes necessary for such redemption were duly paid.

In regard to the lease to Benigno Alderete, we understand this man died more than a year ago. If this is the case, please have Mr. Gaal sign the attached certificate to this effect, inserting therein the date or the approximate time of Alderete's death.

The taxes noted in the abstract must, of course, be paid before the United States can accept title.

When the above matters have been cleared of record, the inclosed warranty deed may be executed and returned, and we will at once put it on record.

The abstract is returned herewith for your use in clearing the title as above stated, and that it may be brought up to date to include the deed running to the United States.

Deeds running to the United States are subject to the war stamp tax, which in this case will be 50 cents.

With the above matters concluded and the warranty deed returned from the County Clerk's office recorded, we can forward you check in payment.

We are taking the liberty of asking you to handle this matter so far as it included Gaal, Coldwell, and Sweeney, as we understand you are in touch with these men and can readily obtain the necessary signatures.

Very truly yours,

3 incs.

C F HARVEY

Asst. District  
Counsel.

El Paso, Texas, Feb. 25, 1919.

Mr. J. E. Quaid,  
Two Republics Bldg.,  
El Paso, Texas.

Dear Sir:

The warranty deed, dated August 20, 1918, running from yourself, Gaal, Coldwell and Sweeney to the United States of America, which we take it your office delivered for recording, was turned over to us by the Recorder's office yesterday.

The deed is in proper form, but the matters raised in my letter of August 12th to you will have to be attended to before we can make payment. This included an affidavit to be executed by Mr. Gaal to the effect that the lease which Benigno Alderete, deceased, had upon the land, has been terminated on account of his decease. Taxes were to be paid up to the date of the deed and a tax deed, dated Sept. 16, 1891, was to appear in the abstract as being discharged. Also the abstract of title was returned to you that it might be brought up to date to include the deed running to the United States.

Trusting that you can find time to give early attention to these matters, we are,

Yours very truly, 

C.F. Harvey

Assistant District Counsel.

El Paso, Texas, March 12, 1919.

From: District Counsel.  
To: District Counsel Edwin H. Peery, Denver, Colo.  
Subject: Opinion on land to be purchased from I. G. Gaal,  
et al - Rio Grande project.

1. Reference is had to your opinion of August 9, 1918.

2. With reference to paragraph 6(b), Benigno Alderete died May 31, 1916, and we have secured Mr. Gaal's affidavit to this effect.

3. With reference to paragraphs 6(a) and 6(c) the tax certificate in the abstract shows all taxes are paid up to and including the year 1918. The tax collector's deed found at page 10 in the abstract is not specifically stated anywhere else in the abstract to have been redeemed, unless we rely upon the general statement in the certificate as to state and county taxes. A "Statement" appears just before the final tax certificate, which statement is a showing as to petition and vote for the abolishment of the corporation of Ysleta. The tax deed is for "certain taxes due the City of Ysleta". The Texas statutes provide (Art. 1094, Vernon's Sayles') that "all taxes for municipal or school purposes which shall have been levied at the date of abolishment of such corporation and which shall have not been paid, shall be collected by the Collector of the County" etc. Kindly advise if you wish further specific showing as to redemption of the tax deed, and if so, please state definitely in what shape you wish it. This office is of the opinion that a general showing as to taxes without definite reference in the tax certificate, or other part of the abstract, as to redemption or other disposition of a tax deed, will hardly operate to clear the encumbrance of record.

4. In regard to paragraph 4 of your opinion, we have taken the liberty of drawing a deed with a blueprint showing right of way that was within the old canal banks and the additional taking for the new San Elizario canal. This canal system was taken over by the Government in the usual

manner, involving both releases by a majority of the individual landowners and quitclaim from the community ditch by its commissioners to all rights in the ditch property. The Gaal deed recites that the grantor acknowledges the area shown within the old ditch banks as being the property of the United States and the grant itself is specifically operative as to the new taking. The ditch line over-all is described by means of the center line description, and we believe the whole proposition comes well within the authority given on page 255 of the Manual for this method of describing lands, where the written description in deeds would otherwise be long and complicated. On the key map on the plat attached to the deed, in addition to showing the relation of our right-of-way to the township legal sub-divisions, there is also shown the relation of the right of way to Surveys 49 and 50 of the Ysleta Grant. Your opinion states that "the use of plats or maps in deeds should be discouraged as far as possible, and in this case it is suggested that the entire tract, including the old right of way, be described by metes and bounds, with appropriate ties, naming the entire area, and excepting therefrom the right of way of the old canal", etc. We have, but by use of a plat, followed this method as far as possible, except, of course, the exact description by courses and distances of the old ditch property is not given. The project office arrives at the plan by figuring the cross section, and with your knowledge of these old ditches in this country, it is believed you will readily appreciate how nearly impossible it is to plat these old ditches except in a general way that arrives at a fairly approximate area and gives a fairly accurate estimate of the additional area which must be purchased for the new ditch as reconstructed. We suggest, if you think it necessary to modify the instructions at page 255 of the Manual, that after considering the matter, and with special regard to the relatively large number of land purchases which are being handled on this project with the above peculiar conditions, you make such recommendations as you deem proper to the Department, and looking to the end that there may be no apparent conflict between the instructions in the Manual and those given in your opinions. We desire to conform to both Manual and opinions, but it is hardly practicable for this office to move the engineering department of the project office to measures concerning land descriptions that are apparently contrary to the Manual. This office would strongly recommend against a modification of the instructions whereby we would not be able to attach plats to deeds or other instruments wherever we find it facilitates the work, such as avoiding long

and complicated written descriptions, making references to the old and new ditch lines, or in any other way that comes within the spirit of the present regulations and that will accurately describe the land.

5. We are taking this opportunity to forward the papers listed below for your further review in connection with the above.

Encls:

Abstract  
Deed  
Affidavit.

Copy to Chief Counsel,  
Washington.

PW Dent  
By A. F. Hawley

2

DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

Yakima, Wash., April 16, 1919

**From** District Counsel, Edwin H. Peery,  
**To** District Counsel, P. W. Dent, El Paso, Texas.  
**Subject:** Description of ~~land~~ in matter of purchase from I. G. Gaal,  
J. E. Quaid, W. M. Coldwell and Joseph U. Sweeney, -San  
Elizario Canal, Rio Grande Project, New Mexico-Texas.

1. I have considered your letter of April 2, 1919, which is a reply to mine of March 19, 1919, in which I called special attention to the use of a plat or map attached to the deed for description of the land involved in the above purchase.

2. In my said letter I took occasion to criticize the use of maps or plats in connection with deeds conveying property which deeds must be recorded. You seem to be under the impression that the regulations in the Reclamation Manual require the use of these plats, under certain conditions. I intended to express the view that such was not the case and an examination of the Manual confirms me in this view. On page 255 it is stated that

"If the description by metes and bounds is long and complicated a plat may be made a part of the contract, in which case the description in the contract may simply show in what subdivision the land is located".

3. With reference to the use of a center line in described rights of way it is stated in paragraph 15 on said page that

"The usual method is to describe the certain line and give the width on either side"

4. In the same paragraph it is stated with reference to the record that

"When the contract is recorded the county records can be made complete in some cases by furnishing the recorder with a copy of the plat which can be pasted into the record book, and in other cases the engineer may secure permission to copy the drawing upon the record".

5. I notice in paragraph 3 of your letter you state that the Recorders there do not charge for filing plats and that therefore the expense of recording deeds, in which the description is by plat or map attached to the deed, is less ~~expensive~~ than if the description were written out. From this it would appear that the practice is to file the plat separate from the deed record. This practice is very dangerous to the interests of the United States and I should urgently suggest that it be discontinued and that plats when they are used should be extended upon the records with the deed, as contemplated by the Manual. The better plan in my opinion is to have an expert draughtsman from the office of the engineer to make the copy on the records for the recorder.

6. It is doubtful whether the filing of a plat separate from the deed would constitute a record of that instrument. If the original be filed it would be necessary to mutilate the deed thus destroying its value as evidence. If a copy should be filed it is doubtful whether the same could be considered in evidence as binding the grantor since he is only bound by the plat attached to his deed and not by any copy, except as that copy is made a part of the public records in the regular way and certified to by the recorder.

7. I cannot agree that the written description which I furnished in my letter of March 19, 1919, is longer or more complicated than the map or plat attached to the deed. This description by the way was furnished as a sample of what might have been done and not as a description to be used in any deed. The map attached to the deed which came with the papers was certainly more cumbersome and bulky than any description by metes and bounds, even if distances given in figures were written out. If the same requirements were applied to the maps they would become so marked up as to render their use impractical.

8. The description which I gave, however, was intended to follow that given in the deed and for that reason I excepted from the conveyance the 4.35 acres lying within the banks of the old community ditch from which the United States had an easement for the operation and maintenance of said ditch.

9. You seem to consider this inconsistent with my recommendation or suggestion that in cases like these no exceptions should be made from the conveyances but mention

only should be made of the fact of the easement, leaving the instrument free to convey a full title in fee simple. Of course, this should not be insisted upon if the agreement otherwise provides, as it did in this case, but in nearly all cases it would seem to be practical to obtain deeds of this character notwithstanding they convey slightly in excess of that provided in the contract. This exception understand was written in the description not because it was in accordance with my ideas of what might have been done but because it had already been inserted in the deed.

10. Neither do I consider that District Counsel are bound to follow the description used in the agreements of sale when they come to prepare the deeds. On page 258, paragraph 23, it is stated that

"The description in the deed should agree with that given in the agreement of sale."

11. It would be unfortunate if District Counsel were limited to the exact language employed by engineers who must execute agreements in the field, frequently under conditions where descriptions technically exact cannot be inserted, and where often a map attached to the agreement is the better and perhaps the only practical method. The deeds, however, should be drawn with greater care and in legal language but, of course, the descriptions must agree with those given in the agreements of sale, except where it is necessary to correct the latter when in error.

12. Upon further consideration I do not see any reason for altering the views expressed in my letter of March 19. I am still of opinion that it is the duty of District Counsel to so modify and revise descriptions given by the engineers as to make them agree with descriptions in deeds prepared by good lawyers. It is, of course, expected that engineers will use their own language in furnishing data to District Counsel, but the latter should alter the same where necessary for the purposes of conveyancing.

13. The regulations relative to descriptions of property and surveyed lines comprise those both for engineering work and for conveyancing and it is natural that some confusion should occur unless the two purposes of the regulations are understood. Engineers in the field for instance tie their survey lines to the nearest known public land corner by course and distance. This is for the purpose of locating the position of the line, but a conveyancer

would locate a beginning point by reference to property lines for the purpose of describing property conveyed. This is one of many instances where alterations may properly be made in the data furnished for the use of District Counsel in drawing deeds and contracts.

14. I think the regulations in reference to the acquisition of lands could be improved by careful revision, having in view the different requirements of the engineering and legal divisions of the Service. Nevertheless I am of opinion that it is clearly the duty of District Counsel to make such changes in instruments and descriptions furnished as are necessary to bring conveyances into proper legal form.

- - - - Edwin H. Peery.

CC-Ch. Cl-Wash.

El Paso, Texas, May 7, 1919.

From: District Counsel P. W. Dent,  
 To: Chief Counsel, Washington.  
 Subject: Description of land in matter of purchase from I. G. Gaal, J. E. Quaid, W. M. Coldwell and Joseph U. Sweeney, San Elizario Canal-Rio Grande Project-New Mexico-Texas.

1. There has been had considerable correspondence between this office and District Counsel Peery in an effort to reach some definite understanding regarding the manner in which land descriptions shall be prepared. Further correspondence with Mr. Peery seems useless and I desire to have a definite and final decision on the matter at issue, in order that we may be sure how to proceed in the future.

2. I herewith enclose copies of the following correspondence:

- (a) Mr. Peery's letter March 19, 1919;
- (b) My letter April 2, 1919; and
- (c) Mr. Peery's letter April 16, 1919;

In reply to some statements made in Mr. Peery's last letter, I wish to state as follows:

3. In paragraph 3 reference is made to the statement contained in my letter of April 2nd that the recorders here do not charge for filing plats and that the expense of recording deeds by the plat method is less than if the descriptions were written out in full. From this it is assumed by Mr. Peery that the practice prevails of filing plats separate from the deed record. This assumption is wholly erroneous. My letter did not state that the plats are filed separate and as a matter of fact the plats are pasted in the book with the deed, precisely as contemplated by the Manual regulations from which Mr. Peery quotes in paragraph 4 of his letter. When speaking to the matter of reducing plats to scale, as mentioned in former letter from Mr. Peery, I stated as illustrative of an extreme case that in some transfers very large plats showing community ditches had

been filed, but I did not state that they were filed separate from the deeds. While not in every case perhaps pasted in the book in these cases the plats are filed in the same compartment and properly indexed and connected up with the deed, and in these cases they are as much a part of the records as if pasted in the book at the page of the deed. Mr. Peery had nothing to do with these transfers, which were approved by the Director in some 20 or 25 cases. But in the cases to which Mr. Peery refers, and which he handles, the plats are pasted in the book. The difficulty with Mr. Peery is that he persistently ignores that part of the instructions or regulations which authorizes the pasting of a copy of the plat in the records.

4. In paragraph 6 considerable is said, still on the assumption that the plats are filed separate from the deeds, about the mutilation of the deed in detaching plat, etc. in order that the original may be filed. I do not know just what is meant by the original, but if by this is meant the original map or tracing it is sufficient to say, as I think should be well known, that only a print is attached to the original deed, and a print, made from the same tracing or negative, is filed with the recorder. The print when so filed is compared by the recorder just as the deed when incorporated in the records is compared with the original deed. The print when so filed and compared is just as much a part of the records and is just as competent to be used in evidence as the deed itself, of which it forms an essential part. The regulations in the Manual do not provide that the original map shall be detached from the deed and filed with the recorder, but provide merely for the filing of a copy. In my opinion a copy of the print is much more apt to be correct than if the map were copied into the records by an engineer, who might make a mistake, while the print made from the tracing or negative, would certainly be a true copy. In this connection, do not lose sight of the fact that the Treasury Department carefully preserves the original executed deed, including what would, under the usual rules of evidence, be regarded as the original plat and admitted as the best evidence. As the grantor has actually put the United States in possession of the particular right of way, if he is to attack the conveyance in a manner detrimental to the United States, he must do within the ten-year limitation period in New Mexico and three-year period in Texas. It is not probable that the Treasury Department records would become unavailable within that time. At any rate it would seem that we might place sufficient reliance upon them to balance off any considerations

as to mistake or fraud arising thru the local county records. And as to mistake or fraud, there are also the evidences upon the land, and the general engineering data preserved by the Reclamation Service. The writing and plat are sealed together in a very secure manner before being sent to the county officials for record, and the county officials are supplied with a print on cloth in all cases. Also, note that in El Paso and Dona Ana as in many other counties, the loose-leaf system of records of writing is in vogue, and that everywhere certain plats, maps, and diagrams, as of townsites, subdivisions, United States and other general surveys are filed in various ways - sometimes even by hanging on the wall - and are universally relied upon and kept as part of the permanent official records. In view of this showing we do not believe it necessary to inquire into the integrity and mechanical efficiency of the county officials any further in filing a plat than in asking them to copy, and preserve custody of such copy, of a writing. This especially as the Service, and not the grantor, prepares and files all the necessary papers.

5. Mr. Peery's first argument, based likewise on an assumption, was that the cost of filing the plat and reducing the same to scale for that purpose, etc. would be considerable. When advised that there was no cost whatever in this regard, he suggested the further objections above noted.

6. I have done my utmost to have Mr. Peery understand that if metes and bounds descriptions are to be used in every case, as his correspondence indicates, we must have some regulation providing therefor, since the present regulations, as interpreted by myself and the engineers, certainly provide for the use of plats under certain conditions and the engineers have followed that practice. If this system is determined to be inadvisable, I am perfectly agreeable to the other plan, but it seems to me the regulations should be amended accordingly or specific instructions issued in order that we may point them out to the engineers, who are sometimes not content to accept the ipse dixit of district counsel on engineering matters, especially when not in harmony with existing regulations as they construe them. In paragraph 9 of my letter of April 2nd I endeavored to explain this matter fully, stating that it was often necessary to supplement the data furnished by the engineers by way of land ties and to connect the deed to the United States with former transfers, etc. all of which is entirely ignored by Mr. Peery, as will be seen from reading paragraphs 11 and 12 of his letter.

7. Mr. Peery refers to paragraph 23, page 258 of the

Manual regarding the description in the deed agreeing with that in the agreement, but omits all reference to paragraph 15, page 254, where it is stated that the description in the agreement should be exactly as it is to appear in the deed. I do not consider either provision as meaning that the language must be identical, but I do think that both the letter and spirit of the instructions contemplate that the method of writing descriptions shall be the same, whenever practicable, so that it may be the more readily ascertained that the agreement and the deed cover the same property. If a center line description, either with or without a plat, is used in the one instance and a metes and bounds description in the other, there is a radical difference in the length and general character of the descriptions. This is somewhat confusing in the records and makes it necessary to connect the two instruments by specific reference.

8. I am unable to see what connection Mr. Peery (his paragraph 7) finds between the actual bulk of the papers and the matter in point. The Manual regulation is, I take it, directed largely to a duplication of work, and once the tracing is prepared, and it must be always made, whether large or small, any number of blueprints may be struck from it.

9. Mr. Peery states in paragraph 8 that the description which he suggested was so written in order to follow that in the deed. Reference is also made to this in the last sentence of paragraph 9. He is mistaken in stating that the deed as drawn here had expressly excepted the old right-of-way. While in the deed reference was made to the old right-of-way and to the new, at the suggestion of Mr. Peery made in July or August, 1917, the old right-of-way was not expressly excepted from the operation of the deed, as was done in Mr. Peery's suggested form of description. Moreover, since the deed had already been executed and recorded and his form was offered merely as a sample of what might have been done, I see no reason why the description, which was submitted as modal should have been drawn in this manner. These are the inconsistencies which were not understood and to which I referred in my letter of April 2d.

10. There is a particular matter in the description suggested in paragraph 10 of Mr. Peery's letter of March 19th which I should like to have the engineers consider, and that is, whether, without a plat, the 5.94 acres conveyed by the deed can be located in the tract of 10.29 acres, the exterior limits of

which are described. The engineers here state that it is impossible to locate the land to be conveyed, or the 4.35 acres of other land within the exterior limits of the tract described and expressly excepted from the deed, and this appears to be a fact. If this is true, it seems that the description suggested is far from ideal. Mr. Peery in his last letter ignores my comments on this feature, though I assume from paragraph 7 of his letter that he adheres to this as a proper description to be followed in all similar cases, since this was suggested as a form. It seems to me desirable that we should be able in some way to locate the land to be conveyed.

12. In Paragraph 11 Mr. Peery refers to the execution of agreements in the field, frequently under conditions where descriptions technically exact cannot be inserted, etc. These remarks might have application in some places, but like many of his other objections, they are based upon assumed conditions which do not exist here. The canals and ditches are definitely located by actual surveys on the ground and plats and descriptions are written up in the office before the right-of-way man goes into the field to open negotiations. This office never hesitates to edit the land descriptions after they leave the engineering section and before the instrument is signed with a view to correct and adequate legal wording. There is no reason, therefore, why the descriptions should not be at least technically correct and exact, though there might be some purely supplementary matter in the way of land ties and connection with former transfers which may be inserted later, when further data may be obtained from the abstract or otherwise. In accordance with paragraph 13 of Mr. Peery's letter, the land ties, whether reliance be had on plat or writing, are now referenced from canal right of way to the landowner's holding, as well as to legal subdivision corners.

13. I understand that Mr. Peery's decision is not controlling on the engineers, who favor the plat method and center line descriptions under certain conditions. For this reason we are exactly where we were when the correspondence with Mr. Peery on this matter started. We are entirely willing to follow Mr. Peery's suggestions, but desire to avoid any friction with the engineers, or apparent dictation to them in the matter of the method of writing their descriptions, i.e. whether metes and bounds or center line in case of a canal or drainage ditch. I have attempted to make this clear to Mr. Peery, but apparently without success. I would therefore, like to have a specific ruling on these points:

(a) Whether in any case center line descriptions may be written and plats used in connection, or other descriptions prepared in connection with plats, as provided on page 255 of the Manual, or whether in every case metes and bounds descriptions or those which can be made complete without plats, shall be used. As illustrative of a case in which a center line description may be used to advantage, in the opinion of the engineers, I herewith enclose print showing land of J. J. Stahman. This description, it appears, might be regarded as sufficient without the use of plat, perhaps, though it is a center line description, which I understand from Mr. Peery's correspondence is undesirable in his opinion.

(b) If in certain cases center line descriptions and those in connection with which plats are to be used, may be adopted, who is to determine which method shall be employed, the engineers or district counsel?

(c) If metes and bounds descriptions are to be used, whether the one suggested by Mr. Peery is sufficiently definite to enable the location to be made of the property conveyed, and is otherwise satisfactory. Mr. Peery frequently refers in this description to the arc of a circle. I am advised by the engineers that the term usually employed in such cases is curve rather than circle. Reference is also made to a certain line being intersected but not crossed. Intersect is commonly defined to mean to cut through, to cross, i. e. intersecting lines cross each other. These are matters of minor importance, but they serve to illustrate the fact that the engineers might be disposed to criticize the terminology employed by Mr. Peery in the same manner that he takes exception to their methods and phraseology; and it is possible that both might be correct, it being in many cases merely a matter of personal preference.

14. Regardless of what method is adopted, it appears to me desirable and is in accord with what I believe to be the regulations, that a proper description be prepared and incorporated in the agreement and followed in the deed, subject to any supplementary matter or change in terminology which may appear advisable, as outlined herein. If the descriptions in the agreements are fundamentally wrong or for any reason should not be regarded as sufficient, attention should be called to that fact and proper descriptions may then be prepared. If they are found to be sufficient, I see no reason why they should not be followed in the deed, subject to the changes which I have suggested. We have had much difficulty with land descriptions in connection with this project and if it is physically possible I should like to see adopted some plan by which this condition may be remedied, which, in my judgment, can only be done by having some definite understanding and abiding by it.

cc to Mr. Peery  
2 " C of C

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May 15, 1919.

Memorandum to Acting Chief Counsel  
(Ewing)

Subject: Views of correspondence between Mr. Dent and Mr. Peery regarding proper descriptions of land in deeds.

1. You request my views of the correspondence above mentioned which is set out in Mr. Dent's letter including enclosures dated May 7, 1919.

2. I concur fully with Mr. Peery's contention that in very few instances should plats be used rather than a description of the land in the body of the instrument. I further concur with Mr. Peery in his contention that it is very dangerous to paste plats in land office record books kept in the several counties of the States. Where the county and state are young and the records are comparatively few the plats which are pasted in the record books remain there and answer every purpose. However, an experience of many years in examining records which have been in existence for a hundred years or more show that such a method of all methods the most dangerous. After many years the plats become detached and in an astonishing number of cases finally lost. I recall several instances where the United States was put to the delay and expense of condemning land needed for the Appalachian Forest Reserve merely because old deeds referred to plats which had once been of record and which were hopelessly lost.

3. There<sup>fore</sup> I much regret that the Manual has authorized the pasting of plats in county record books, and I am profoundly in sympathy with Mr. Peery in his effort to correct this great fault.

4. Hence, I suggest that paragraph 16, page 255 of the Manual be amended so as to require that where plats accompany deeds they shall be upon such a scale as will enable the recorder to copy them in the record book when the deed is recorded; and that unless such plats can be copied, and not pasted in, that they be not used with instruments which must go upon record.

5. Since Mr. Peery is in charge of the title work in the field, I further recommend that Mr. Dent be advised that in any case of dispute as to whether, under the restrictions herein suggested, the plat shall be used or not, Mr. Peery's opinion must be final.

6. Question (b) propounded by Mr. Dent raises the point which I made in a letter to him recently in reference to initialing engineering data in deeds. In the first place, the work of the engineers up to and including the final plat must be left to them so far as counsel is concerned. The engineers should be required to initial, in the first instance, all engineering data. When that data goes into the hands of the District Counsel he should be required to follow the plat inasfar as possible by a description incorporated in the body of the instrument. Any

lawyer of fair ability can take the plat and from it describe the land in the body of the instrument, without any undue occupation of space. Then the party drawing the description should be required to initial the Washington copy of the instrument, and be responsible for its conformation to the data furnished by the engineer. In such cases where Mr. Peery prefers to have these descriptions conform to certain rules, the District Counsel under whom he is serving should respect his requirements.

7. In reference to question (c), it occurs to me that Mr. Dent is rather technical. Of course we all know that a circle is a line all points of which are equally distant from the center, while a curve may have a parabolic course, so that while the word "curve" in the instance to which Mr. Dent refers is probably the more technically correct, yet Mr. Peery's description is not fatally defective. However, Mr. Dent asked no question under (c).

8. By making the engineers responsible for the data furnished to the District Counsel, and the District Counsel, subject to Mr. Peery's instructions, responsible for the copy of the data contained in any instrument, there need be no infringement upon the sphere of the engineers.

9. Therefore, I recommend that in all cases what Mr. Dent speaks of as a metes and bounds description be used in all instruments, subject to such exceptions as the Counsel who has charge of the titles may authorize.

E.W.R.E.

"I think the Major is about right."

O.H.

"Note: A fallacy appearing in above, might be termed "begging the question", unless we assume Mr. Peery's authority exceeds that of Chief Counsel, for Mr. Dent is calling on the Chief Counsel to decide a disputed point between two of his subordinates. In other words, it assumes a point decided, which is to be decided."

King."  
(Chief Counsel).

DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE  
WASHINGTON, D. C.

From Acting Chief Counsel, MAY 16 1919  
To District Counsel Dent, El Paso, Texas.  
Subject: Description of land in matter of purchase from I. G. Gaal,  
J. E. Quaid, W. M. Coldwell and Joseph U. Sweeney, San Elizario  
Canal-Rio Grande Project - New Mexico-Texas.

1. Receipt is acknowledged of your letter of May 7, 1919  
upon the above subject.

2. Decision upon the question of difference between you  
and District Counsel Peery regarding the manner in which land  
descriptions shall be prepared will be reserved for <sup>the</sup> Chief Counsel  
upon his return to the Washington office.

*Ottomar Harnisch*

Copies to D.C. Peery, Yakima, Wash.  
C. of C.

DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

WASHINGTON, D. C. June 11, 1919.

OFFICE OF CHIEF COUNSEL

Mr. P. W. Dent, District Counsel,  
U. S. Reclamation Service,  
El Paso, Texas.

Dear Mr. Dent:

I am enclosing herewith a copy of a memorandum prepared by Mr. Ewing, which is self-explanatory. I am looking into this matter and have requested Mr. Bien to go over same carefully and after procuring the benefit of his views, will write you fully and finally determine the course to be pursued in matters referred to in yours of May 7th. At present am of the impression that a brief description in accordance with your definition thereof as well as a plat, giving description, should be used, but will consider the matter more fully and write you accordingly.

Sincerely yours,

  
Chief Counsel.

Enc.  
Copy of memo.  
dated May 15'19.

DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE  
WASHINGTON, D. C.

OFFICE OF CHIEF COUNSEL

August 11, 1919.

*Personal*

Mr. P. W. Dent, District Counsel,  
U. S. Reclamation Service,  
El Paso, Texas.

Dear Mr. Dent:

I am in receipt of your letter written to me in response to Mr. Peery's observations in connection with the Gaal title matter. I had answered him on last Saturday and enclose a copy of my response.

I think it would be advisable for you to send him a copy of your letter, but I would not send a copy to any of the other offices unless they are interested in the <sup>matter</sup> ~~property~~ involved, directly or indirectly.

I think I will place the letter you sent in my private files after the Major reads it, but deem it advisable that Mr. Peery receive your views on the subject.

Sincerely yours,

*Will B. King*

Enc. Suggest you mark Peery's copy  
"personal" which will let  
him down easier

*K*

El Paso, Texas, October 9, 1919.

From District Counsel

To Director and Chief Engineer, Washington.

Subject: Abstract of title used in I. G. Gaal et al. purchase -  
Rio Grande project.

1. Abstract of title, with other related papers, was forwarded with L. S. Kennicott's voucher 1604 (F.Y. 1919), in payment of land purchase made under contract dated February 7, 1918, with I. G. Gaal, et al. It is desired to use this abstract for examination of underlying title of adjacent lands which will probably be the subject of further purchases for right of way in this vicinity, and it is requested that the abstract be secured and forwarded to this office, to be returned as soon as it has accomplished the necessary purposes.

P W DENT CPE B

Copy to CC. Denver.

DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

WASHINGTON, D. C.

OCT 20 1919

From Acting Chief Counsel  
To District Counsel, El Paso, Texas.  
Subject: Abstract covering lands owned by I. G. Gaal - Rio Grande  
Project, Texas.

1. I am handing you herewith abstract No. 23367, made by the El Paso Title Company, covering I. G. Gaal, in surveys Nos. 49 and 50, is Yaleta Grant, El Paso County, Texas, loan of which was requested in letter from your office dated October 9, 1919.

2. As soon as this abstract shall have served the purpose for which you are now getting it, it will be returned for the files of the Auditor, from whom we have borrowed it.

*Ottawa Hamel*

Enc.

Copy to C. of C.

El Paso, Texas, December 19, 1919.

From District Counsel

To Chief Counsel, Washington.

Subject: Abstract covering lands owned by I. G. Gaal - Rio Grande project.

1. Reference is had to letter from Acting Chief Counsel to District Counsel, El Paso, dated October 20, 1919, transmitting for use of this office the above described abstract of land title.

2. This abstract has now served its purpose and is returned herewith for filing. A blueprint map that was forwarded here with the abstract is also returned.

P V DENT CPH

Incls.: Abstract.  
Blueprint.

Copy to C. of C.

DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

WASHINGTON, D. C.

From Chief Counsel

DEC 27 1919

To District Counsel, El Paso, Texas.

Subject: Abstract of land owned by I. G. Gaal - Rio Grande project.

1. I have your letter of Dec. 19th, 1919 and the abstract  
and blue print which you mention.

*Will B. King*

CC - Chief of Construction.

F. Martinez Estate, et al.

581° 12' E. 1083.5 Ft.

N. 88° 26' W. 1110.2 Ft.

581° 18' E. 1253.2' Ft.

Q SAN ELIZARIO GA

New R/W

N.E. Cor. of Sec. 11,

(Sta. 5+246.3006, S.S. + 3282.5' W. 40' N.E. Cor. of Sec. 11,

T. 32S., R. 6E.

522.8 Ft.

N.E. Cor. of Sec. 11,

(Sta. 0+00.2925, S.S. + 3801.1' W. 70' N.E. Cor. of Sec. 11,

T. 32S., R. 6E.

(Initial Point 2902.5, S.S. + 3804.2' W. 70' N.E. Cor. of Sec. 11, T. 32S., R. 6E.

N. 3° 40' E. 102' 65"

1195'

58° 40' W.

14 Acres

N. 3° 40' E.

135'

1. G. Gadl et al.

50'

1865.70' N.E.

50'

135'

102' 65"

58° 40' W.

1195'

14 Acres

N. 3° 40' E.

135'

102' 65"

58° 40' W.

1195'

14 Acres

N. 3° 40' E.

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102' 65"

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1195'

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1865.70' N.E.

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58° 40' W.

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14 Acres

N. 3° 40' E.

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102' 65"

58° 40' W.

1195'

14 Acres

N. 3° 40' E.

135'

102' 65"

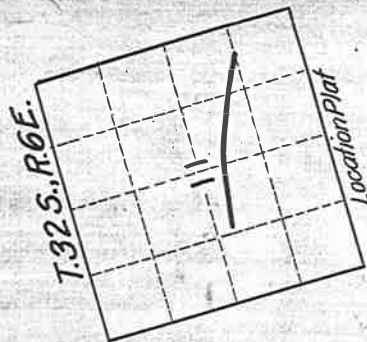
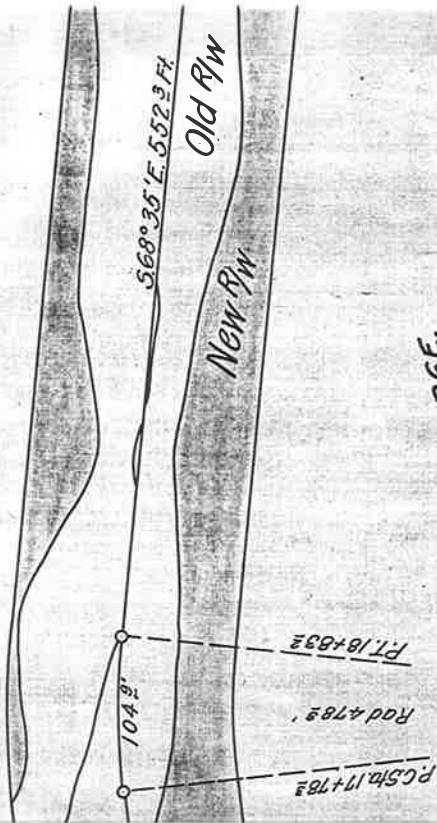
58° 40' W.

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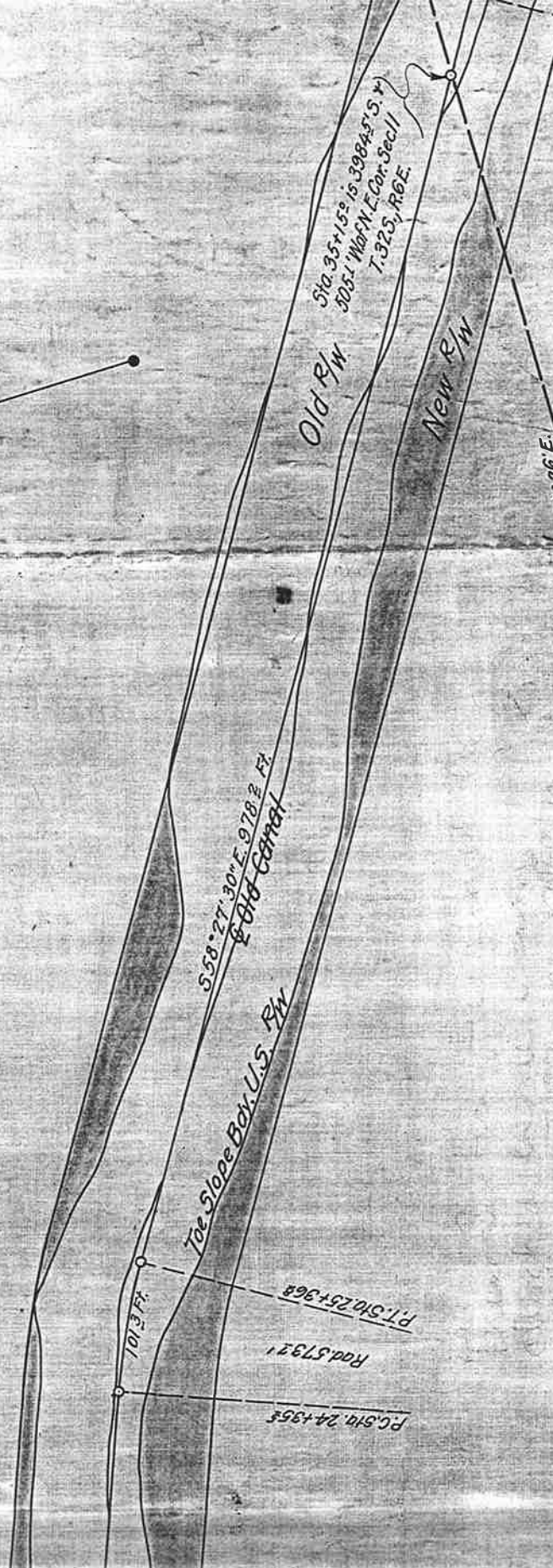


$\Delta = 12-37$   
 $D = 12.0^\circ R$   
 $T = 52.5'$   
 $PI = 1813.11$   
 $Comp. by EJS$   
 $12.25.22$



WAY  
 RTY OF  
 , et al.  
 OTAL 10.43A.  
 32S, R6E.  
 County, Texas

$\Delta = 10-07.30$   
 $D = 10.0^\circ R$   
 $T = 50.7$   
 $PI = 24486.2$   
 $Comp. by EJS$   
 $1-28-27$



Legend:  
 New R/W to be conveyed  
 Old R/W Property U.S.

I.G. Gaal, et al.  
 FG Alderete

Scale 1" = 100'

DEPARTMENT OF THE INTERIOR UNITED STATES RECLAMATION SERVICE <b>RIO GRANDE PROJECT, N.M.-TEX</b> <b>SAN ELIZARIO MAIN CANAL</b> RIGHT OF WAY	
Drawn By G.E.J. Checked By A.O.B.	Recommended Approved 1/12/63 El Paso Tex. Jan 16/68

