

780

JAMES, JUNE L, et. vir., W. M.

WARRANTY DEED

SOUTHSIDE FEEDER LATERAL

211

0023-00⁷⁸-0006-00

12-(6) Texas

780

The State of Texas, }
County of El Paso.

Know all Men by these Presents: that

June L. James, W. M. James, her husband of Merida, Mexico,

of the County of El Paso, State of Texas, in consideration of the sum of three hundred and thirty
(\$330.00) ----- DOLLARS

to them in hand paid by the United States of America, in pursuance of the provisions of the Act of Congress approved June 17, 1902 (32 Stat., 388),

and acts amendatory thereof and supplemental thereto, which is hereby acknowledged

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

~~the~~ tract or parcel of land, lying in the County of El Paso and State of Texas ~~and~~ ~~in~~ Sections two (2) and eleven (11), Township thirty-two (32) South, Range six (6) East, more particularly described as follows: Beginning at the Northwest corner of Survey No. thirty-seven (37), Yeleta Town Grant, from which the Northeast corner of Section two (2), Township thirty-two (32) South, Range six (6) East, bears North 44° 55' east, forty-one hundred and eighty-five (485) feet, thence east one hundred thirty-four and five-tenths (134.5) feet along the north line of said Survey No. thirty-seven (37) to station 69+83 on the proposed center line of the San Elisario Feeder, thence east thirty-one (31) feet along the north line of the said Survey No. thirty-seven (37), thence south 6° 49' west one hundred and thirty (130) feet, thence south 30° 27' east eight hundred and seventy-one (871) feet, thence south 30° 38' east seventeen hundred ninety-three and seven-tenths (1793.7) feet, thence to the right along an arc of nineteen hundred forty and eight hundredths (1940.08) feet radius, two hundred and eighty-seven (287) feet, measured on 100 foot chords, to a point on the south line of Survey No. thirty-two (32), Yeleta Town Grant, thence north 68° 20' west, forty-four (44) feet along the south line of Survey No. thirty-two (32), Yeleta Town Grant, to station 100+46 on the proposed center line of the San Elisario Feeder, thence north 68° 20' west eighteen (18) feet to the southwest corner of said Survey No. thirty-two (32), thence north 30° 38' west twenty hundred and thirty (230) feet, thence north 30° 27' west eight hundred and thirty-five (835) feet to station 0+54 on the proposed center line of the San Elisario Feeder Desagua, thence north 30° 27' west two hundred and twenty (220) feet to the place of beginning, and containing four and forty hundredths (4.40) acres, more or less;

On Here and in With the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging, unto the said

~~we~~ 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, its successors

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

Witness our hand s at El Paso Texas this 10th day of

November, A. D. 1919.

James L. James
Wm James

Witness at Request of Grantor.

Correct as to Engineering Data

THE STATE OF TEXAS, }
County of El Paso. }
a Notary Public }
W M James }
Before me }
in and for El Paso County, Texas, on this day personally appeared

known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.
Given under my hand and seal of office this 10th day of November A. D. 1919

(Seal)
Mary M Ellis
Notary Public, El Paso County, Texas.

THE STATE OF TEXAS, }
County of El Paso. }

Before me }
in and for El Paso County, Texas, on this day personally appeared }
}, wife of }
known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same by me fully explained to her, she, the said }
} acknowledged such instrument }
to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office this day of A. D. 1919

THE STATE OF TEXAS, }
County of El Paso. }
I, W D Greet }
of said County, do hereby certify that the above instrument of writing, dated on the 10th }
day of NOV, A. D. 1919, with its certificate of authentication, was filed for record in my }
office this 15th day of NOV, A. D. 1919, at 9:10 o'clock A. M. }
and duly recorded this 20 day of NOV, A. D. 1919, at 1:41 o'clock P. M. }
in the records of said County, in Volume 337 on Page 515 }

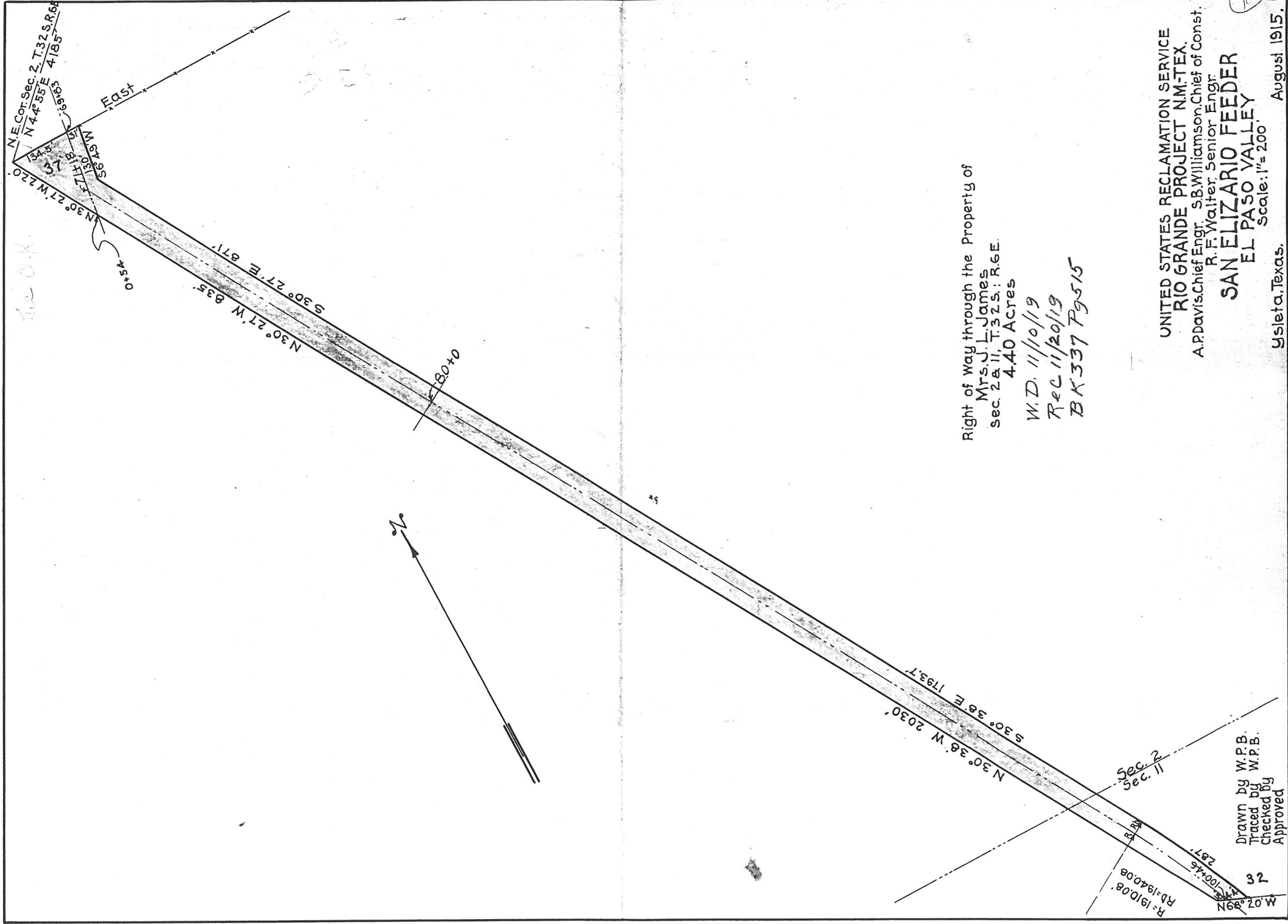
Witness my hand and the seal of the County Court of said County, at office in El Paso, Texas, the day and year last above written.

W D Greet
By Florence C Rock
Clerk, County Court. Deputy.

WARRANTY DEED
SINGLE AND WIFE'S SEPARATE ACKNOWLEDGMENT

Filed for record 1919 at o'clock M.
Clerk County Court.
Deputy.
By

ELLIS EL PASO



Right of way through the Property of
 Mrs. J. L. James
 sec. 2 & 11, T.32.S.; R.6E.
 4.40 Acres

W.D. 11/10/19
 REC 11/20/19
 BK 337 Pgs 15

UNITED STATES RECLAMATION SERVICE
 RIO GRANDE PROJECT NM-TEX.
 A.P. Davis, Chief Engr. S.B. Williamson, Chief of Const.
 R. F. Walter, Senior Engr.
SAN ELIZARIO FEEDER
EL PASO VALLEY
 Scale: 1" = 200'

Ysleta, Texas. August, 1915.
 E 765-L 52-72A

Drawn by W.P.B.
 Traced by W.P.B.
 Checked by
 Approved

M 02 89N
 RD-1940.08
 287'
 100.45
 23

Memorandum in reference to Abstract of
Title No. 17529

The above numbered abstract of title is supplemental to abstract No. 20033 and a number of muniments appear in this supplemental matter which, while not showing anything prejudicial to the title acquired by the United States, have with more or less propriety been embodied in the abstract. These muniments are as follows:

Page 5, quitclaim deed dated March 22, 1916, June L. James et vir to the United States. This land is south of and does not touch the 4.4 for which partial payment is being made under the present transaction.

Page 9, No. 504 Probate, etc., Estate of Zeno B. Clardy, deceased. This muniment really has no place in the present chain of title. F. Desloge granted a power of attorney to Zeno B. Clardy (see p. 17 of abstract No. 20033), but later (see p. 23 of abstract No. 20033) Desloge, by Clardy as attorney in fact, and joined in by Clardy in his individual capacity, deeded to Lightbody, James, and Bates. This conveyance is dated July 19, 1887, and Clardy died June 11, 1901. The fact, as noted on page 9 of abstract No. 17529, very properly appears that the property abstracted was not included in the inventory of the Clardy estate.

Pages 10, 11, and 12 of abstract No. 17529 also relate to the Zeno B. Clardy Estate, and the preceding remarks apply generally.

Page 13 abstracts the quitclaim deed dated November 16, 1918, running from the Board of Commissioners of El Paso County to the United States and which is merely confirmatory of canal rights of way acquired for use of the Reclamation Service where the instrument or record of the title originally running from the Mexican Grant authorities to an individual is lost, obscure, or otherwise weak.

The tax certificate at page 18 of abstract No. 17529 shows some apparent uncertainty as to payment of all taxes, but upon personal inquiry of the county tax collector the undersigned was informed that, while some small parcels of land in the name of Mrs. June L. James were of doubtful record, the tax collector did not stand ready to receive any additional payment of taxes upon this land, including taxes for the year 1919. This condition is typical of numerous parcels of land and several holdings in the name of one owner, in El Paso County. The Government grantor in this case is the owner of a considerable amount of land and is fully responsible.

El Paso, Texas,
December 19, 1919.

C F HARVEY

Clerk.

El Paso, Texas, November 14, 1919.

County Clerk for El Paso County,

El Paso, Texas.

Dear Sir:

Transmitted herewith for official record is warranty deed dated November 10, 1919, running from June L. James et vir to the United States.

Very truly yours,

C F HARVEY

Asst. District Counsel.

incl.

El Paso, Texas, November 14, 1919.

Pioneer Abstract Company,

El Paso, Texas.

Gentlemen:

Transmitted herewith is El Paso Title Company Abstract No. 20033, relating to June L. James property, which please bring down to date, including deed running from June L. James to the United States dated November 10, 1919.

Very truly yours,

C F HARVEY

Asst. District Counsel.

incl.

*Also include James atty,
James to G. B. Stevens,
Book 176 p. 534*

and is to certify that I have personally examined the official records of El Paso County, Texas, and find that a certain power of attorney is recorded in Book 176 of Books, Page 584, signed by J. L. James and V. L. James, her husband, dated August 27, 1917, granting power to Horace B. Stevens, to act in the legal capacity of Mrs. J. L. James, and granting power to the said Horace B. Stevens, among other things--

To contract for the sale and conveyance of any and all land or interest therein not belonging or hereinafter to belong to her in El Paso County, Texas, upon such terms as the said Horace B. Stevens may deem best, and we do hereby authorize and empower the said Horace B. Stevens, for the said Mrs. J. L. James, and in her name, place, and stead, to execute all conveyances and instruments of every name and nature that the said Horace B. Stevens may deem advisable in order to convey any lands or interests therein being due to the said Mrs. J. L. James, and situate in El Paso County, Texas. And we do further expressly authorize the said Horace B. Stevens to collect all notes, moneys, and debts belonging to or hereafter to belong to the said Mrs. J. L. James, and the same or the proceeds thereof he shall forthwith deposit in the credit of the said Mrs. J. L. James, or her separate property, in the first National Bank of El Paso, El Paso County, Texas. This power of attorney shall be liberally construed and all instruments shall be in the favor of any and all, authorized, or performed by the said Horace B. Stevens and purporting to be done, authorized or performed by virtue hereof.

File 3 of Mrs. J. L. James

I further certify that no recollection of this year is, at the date of this certificate, of official record in El Paso County, Texas, and that my diligent personal inquiry has failed to furnish any grounds for believing that any recollection exists.

This certificate is made in counterpart, to accompany--

title and deed running from Mrs. J. L. James, by Horace B. Stevens, Attorney in Fact, and V. L. James, to the United States, dated October 25, 1918, conveying one tract of land of 6.25 acres, as therein described.

title and deed of same date and parties, conveying two tracts of land containing 0.18 acre and 2.64 acres, as therein described. Contract between the United States and Mrs. J. L. James, by Horace B. Stevens, Attorney in Fact, and V. L. James, dated October 25, 1918, concerning the money payment to be made by the United States for improvements upon the land in the two tracts of land conveyed by the title and deed last above described.

Veranda deed running from Mrs. J. L. James, by Horace B. Stevens, Attorney in Fact, and V. L. James, to the United States, dated December 10, 1918, conveying 6.3 acres of land, based upon contract between United States and Mrs. J. L. James, dated September 21, 1918. Vouchers covering payments to be made under the two conveyances above described.

El Paso, Texas,

C F HARVEY

Clerk.

The State of Texas, County of El Paso:

Before me, Mary M. Ellis, a Notary Public, in and for the County of El Paso, in the State of Texas, on this day personally appeared Horace B. Stevens, known to me to be the person whose name is subscribed to the foregoing instrument as the Attorney-in-Fact of June L. James, and acknowledged to me that he subscribed the name of June L. James thereto as Principal and his own as Attorney in Fact, and executed the same for the purposes and consideration therein expressed, and in the capacity therein set forth.

Given under my hand and notarial seal this 10th day of November, 1919.

(SEAL)

MARY M ELLIS

Notary Public, El Paso County, Tex

5/16/28

This seems not to have been wound up for the reason that Mr Bates had received title to $\frac{1}{2}$ the property conveyed by the contractor. Bates is dead and his heirs cannot be located.

It is likely that title had apparently vested in contractor by adverse possession

$\frac{1}{2}$ the consideration

appears to have been paid to the contractor

There seems nothing

that can be done about this -

The US has had possession since Nov. 10, 1919.

WJD

Bridget
James
William
John
Ulrick
Andrew
Mary
Frank
Susan
Guslin
Ida
Margaret
Richard

Children of Matthew

Federal

XXXXXXXXXX

Denver, Colo., July 16, 1919.

District Counsel Edwin H. Peery,

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

Purchase of land from June L. James - Rio Grande project, N.M.

1. I have your letter of June 18, 1919, transmitting opinion of Assistant District Counsel of March 21, 1916, and my opinion of April 25, 1916, relative to the purchase from June L. James of a strip of land containing 4.40 acres in Secs. 2 and 11, T. 32 S., R. 6 E., El Paso County, Texas, for a right of way for the San Elizario feeder, Rio Grande project, in pursuance of an agreement with said party of September 21, 1915.
2. In my opinion of April 25, 1916, I found the title vested on the date of the closing of the abstract in June L. James as her separate property as to an undivided one-half interest and in Samuel Bates as to the other undivided one-half interest subject to taxes extending from the year 1895.
3. From your letter it appears that Samuel Bates died intestate about the year 1899 and that his wife died about the year 1901, neither leaving any children. Samuel Bates it further appears had three brothers who pre-deceased him, some or all of them leaving children whose present whereabouts it is out of the question, as you state, to try to locate. Said Bates' ancestors lived in Ireland and it does not appear whether his parents survived him or not.
4. Upon the death of Samuel Bates his undivided one-half interest would vest, one-half thereof or one-fourth of the whole, in his surviving widow, and the other one-fourth interest, in the entire property, to his heirs at law, who apparently were the children of his deceased brothers. His other brothers and sisters, if he had any, or their children, would join in the inheritance per stirpes or per capita according to whether any of the brothers or sisters survived.
5. Upon the death of the widow her interest would of course pass to her heirs or devisees if she made a will. You state that it may be possible to secure conveyances from those who take her interest, but that it appears impossible to secure the outstanding interest descending to the other heirs of Samuel Bates. Under these circumstances

you desire authority to make payment to Mrs. June L. James of one-half of the purchase money and upon securing the interest of those who inherited from the widow of Samuel Bates to make payment to them of one-fourth of the purchase money.

6. There can be no objections to making payment to Mrs. June L. James of one-half of the purchase money upon her executing a deed conveying the entire property to the United States if she is willing to make such deed. The remainder of the purchase price can be withheld until the outstanding interest of Samuel Bates has been acquired from his heirs including the heirs of Mrs. Bates. The remaining purchase price upon securing such title should be paid to Mrs. James unless she executes an instrument renouncing all claim thereto, in which event the purchase price may be paid to the parties conveying to the United States in the proportion of their respective interests.

7. If Mrs. James claims the entire property, as is probable, the statute of limitations would be set in motion upon the date of conveyance to the United States and after the statutory period of limitation has expired the remainder of the purchase price might then be paid to her unless in the meantime she has otherwise perfected the title.

8. All taxes should of course be paid before any payments are made to the vendor.

- - -

CC-Chief Counsel.

Edwin H. Peery.

Encs:

1. Opinion of Asst. District Counsel, Mar. 21, 1916.
2. Opinion of District Counsel in Charge, of Titles, April 25, 1916.
3. Letter of District Counsel, June 18, 1919.

EL PASO, TEXAS

June 30 1919

District Counsel U. S. Reclamation Service

Dear Sir:

I have received yours of June 25th but could not make out signature. Mr. H. B. Stevens informed me on the 27th of June that he is not the agent of Mr. James in the matters that I thought he was.

To day I received a letter from Mrs. James on the subject spoken of in yours of 25th. I would be glad to see you at any time and place you may designate about the matter.

Yours truly

W. M. Goldwell

CONTADORES "NATIONAL"
AUTOMOBILES "OVERLAND"
CAJAS DE HIERRO "BAUM"
MAQUINAS DE COSER "NEW HOME"
FONOGRAFOS Y VICTROLAS "VICTOR"
MAQUINAS DE ESCRIBIR "OLIVER"
MOLINOS DE VIENTO "AERMOTOR"
PIANOS "FOLEY WILLIAMS"
LLANTAS "GOODRICH"
BICICLETAS

W.M. JAMES,

IMPORTADOR DE MUEBLES EN GENERAL

MÉRIDA, YUC. MEXICO.

U S Reclamation Service
RECEIVED
JUN 30 1919
JUN 21st, 1919.
SO. TEX.

Department of the Interior,

U.S.Reclamation Service.

Dear Sirs:

When I answered your letter of 4/22, I also wrote to S.P.Weiseger who was getting this title cleared up so that I could get title to the land in question, but the letter has just been returned so I conclude that he remained in the U.S.service, but ~~ix~~ still think it strange that the El Pase B.O.should not forward mail to as well known a citizen. Your letter of 4/3 has just been forwarded to me here from Elden, Iowa.

I am now writing to Judge W.M.Caldwell, room 402 Two Republics Bldg., as I think Mr.Weiseger turned over his business to him to look after. I have every desire to get the matter arranged as you wish and will pay the back taxes but first wished the title cleared.

If it is necessary to have another deed kindly send another but on the entire land. Mr.James is going over and will be in El Pase in a few weeks and I will ask him also to look this matter up and the signatures may be given then as my power of attorney is in El Pase. At this distance correspondence is difficult and to get papers legalized.

Thanking you for your kindly consideration and asking you to pardon delays,

I am yours truly.

Wm. M. James

El Paso, Texas, June 25, 1919.

Mr. W. M. Coldwell, Attorney at Law,
Two Republics Building,
El Paso, Texas.

Dear Sir:

Receipt is acknowledged of your letter of the 24th, in regard to the June L. James matter.

As stated to Mr. Weisseger, this is merely the attempt to close a right of way transaction for the San Elizario feeder canal, and not exactly a matter of litigation. We are endeavoring to secure to Mrs. James the money that is coming to her under the agreement to sell, and, looking to this end, we desire to inquire into the family history of one Samuel Bates, deceased, who had a one-half-undivided interest in the land, especially as to his wife's family.

We do not know where these parties resided, but have written Mrs. James to learn if she can throw any light on the matter, and have also inquired of Elmer G. James, her brother-in-law, whose address is Yaleta, Texas. In this general attempt to secure the desired information we thought it advisable to also communicate with Mr. Weisseger, but did not write him in detail, wishing first to learn if he was still handling the business.

The proposition is simply one whereby we are able to pay Mrs. James one-half of the amount represented in the agreement to sell, which calls for a total of \$330, and possibly a greater sum if she can by any legal showing convince us that she is entitled to the additional interest which the record title shows vested in the heirs of Samuel Bates. Elmer G. James states that this man died intestate, that his wife survived him by but a year or two, and that while Bates has a number of brothers, now deceased, it would be impossible to locate their heirs. As to Mrs. Bates' possible heirs, we know nothing at all.

Very truly yours,

C F HARVEY

Assistant District Counsel.

EL PASO, TEXAS, June 24th, 1919.

C. F. Harvey, Esq.,
Assistant District Counsel,
United States Reclamation Service,
El Paso, Texas.

Dear Sir:-

Major S. P. Weiseger, Office of the Judge Advocate General's Department, has referred to me your letter to him in reference to the matter pending between your office and Mrs. June L. James, now in Yucutan, Mexico.

Mr. and Mrs. James, on their departure from El Paso, in a very general way indeed entrusted me with their legal business, more with the idea that I should attend to things that might arise, than to matters already pending. I never even heard of any transaction between your office and Mrs. James until the receipt of the letter from Major Weiseger.

Mr. Horace B. Stevens is the agent in charge of the real estate belonging to Mrs. James in El Paso, and I have ever reason to believe that Mr. Stevens is the proper person with whom you should communicate.

Yours truly,

W. M. Coldwell

Box 307.

WMC:T

HEADQUARTERS
SOUTHERN DEPARTMENT.
DEPARTMENT JUDGE ADVOCATE'S OFFICE.
FORT SAM HOUSTON, TEXAS.

June 20, 1919.

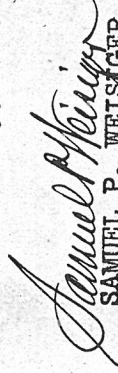
C. F. Harvey, Esq.,
Asst. District Counsel,
U.S. Reclamation Service,
El Paso, Texas.

Dear Sir:

Replying to yours of the 11th inst. in re litigation of Mrs. June L. James, have to say that at the time I left El Paso, acting under Mrs. James' instructions, this matter was turned over to the firm of Coldwell & Sweeny, with offices in the Two Republics Building, who, I have no doubt, will take such action as may be necessary.

I am forwarding to them copy of this letter.

Yours very truly,



SAMUEL P. WEISGER,
Major, Judge Advocate,
Asst. to Dept. Judge Advocate.

El Paso, Texas, June 18, 1919.

From: District Counsel,
 To: Edwin H. Peery, District Counsel, Denver.
 Subject: Purchase of land from June L. James - Rio Grande
 Project.

1. Reference is had to your letter of April 15, 1919, also your opinion of April 25, 1916, and opinion by Asst. District Counsel Buck of March 21, 1916.
2. Investigation of the one-half interest in this property formerly held by Samuel Bates, as we have been informed since our letter of April 4, 1919, discloses the following facts:

Samuel Bates married an aunt of Elmer G. James, Elmer G. James being a brother-in-law to June L. James, the latter party holding an undivided one-half interest in the property. Samuel Bates died about the year 1899 and his wife died about the year 1901. There were no children by this marriage and Samuel Bates evidently left no will. He had three brothers, Mathew†, Joseph, and William O. who died in the order here named and all before the death of Samuel Bates. It also appears that some or all of these brothers were married and that some or all of them had children, and that some of these children are living, but that it is at present out of the question to try to locate them, Elmer G. James having stated to us that he nor the rest of the family do not have any idea where they can now be found. Also it seems that the ancestors of this Bates family had never left Ireland and if they are still living their various lines of descendants might be found at or in the vicinity of Stony Point of that country. Under the Texas statutes (Art. 2462 par. 2) "if the deceased have no child or children, of their descendants, then the surviving husband or wife shall be entitled . . . to one-half of the land of the intestate and the other half shall pass and be inherited according to the rules of descent and distribution; provided, however, that if the deceased have neither father nor mother surviving, nor surviving brother or sister, nor their descendants, then the surviving husband or wife shall be entitled to the whole of the estate of such intestate".

3. Thus we find the descendants of the wife of

Samuel Bates entitled to a one-fourth interest and the descendants of his brothers entitled to a one-fourth interest. It may be possible to secure adequate conveyances from those who take under the interest of the wife, but as stated above, it appears to be impossible to secure the outstanding interest which would be taken by the representatives of the brother of Samuel Bates. We desire your authority to make payment to Mrs. June L. James of the one-half of the purchase money and upon proper affidavit showing all parties in interest who might inherit thru the wife of Samuel Bates and the securing of adequate conveyances from these parties we desire your authority to make payment to them of one-fourth of the purchase money.

4. Taxes will be paid either by grantor or by the United States, with deduction therefor, before before making payment. Also the conveyance from Mrs. James will be recorded and included in the abstract, the abstract to be brought up to date and the showing of new entries which might be adverse to the interest of the United States.

PAYMENT BY CPH

Encls:

Opinion Dist. Counsel Edwin H. Peery.
Opinion Asst. Dist. Counsel Euck.

El Paso, Texas,
June 18, 1919.

Mrs. June L. James,
Merida, Yucatan, Mexico.

Dear Madam:

Receipt is acknowledged of your letter of May 22nd, and we are endeavoring to get in touch with Mr. Weiseger, who is still in the Army and at San Antonio, Texas.

Yesterday your brother-in-law, Elmer G. James, called at this office and in view of his statements as to the family history of Mr. Bates we conclude that the heirs of the brothers of Mr. Bates are now entitled to one-fourth interest of the purchase money, the other fourth going to the heirs of the wife of Mr. Bates. From what Elmer G. James tells us it would be practically an impossibility to locate the heirs of the three brothers of Mr. Bates and secure their deed to the land. However, it may be possible to secure a deed from the heirs of Mrs. Bates and to this end we are writing you to ascertain if you know whether Mrs. Bates had brothers or sisters or parents living at the time of her death and if so, state who the parties were and if the brothers or sisters were married and if deceased who their children might be. In the absence of brothers or sisters, please state the brothers or sisters of the parents of Mrs. Bates and who their children or grandchildren might be. While, as stated above, it appears to be hopeless to secure the one-fourth interest running from the collateral line of Mr. Bates, it may be possible to make such showing as to an entire non-existence of any one who could inherit under the family line of Mrs. Bates and therefore finally secure to you in this roundabout manner the payment of at least a fourth additional to your one-half interest.

Pending this inquiry, we are writing for authority to make settlement with you at once for one-half the purchase money. It is doubtful if we will ever be able to make more than this one-half payment. Looking to this end, however, we will enlist the co-operation of Mr. Weiseger and he may be able to render us assistance. In any event please make us a painstaking and exhausted statement in regard to the matters about which we now inquire.

Yours very truly,

CFHarvey

Asst. District Counsel.

Handwritten signature/initials

El Paso, Texas,
June 18, 1919.

Mr. Elmer G. James,

Ysleta, Texas.

Dear Sir:

We wish to inquire further if you can advise us in regard to the relatives of the wife of Samuel Bates. Will you kindly state this woman's name and whether at the time of her death she had parents or brothers or sisters living. If brothers or sisters were then living and married but have since died, kindly advise us of the names and addresses of their children if you know the same.

Yours very truly,

C. F. Harvey

Asst. District Counsel.

El Paso, Texas,
June 11, 1919.

Major S. P. Weiseger,
Office of Judge Advocate General,
United States Army,
San Antonio, Texas.

Dear Sir:

We are advised by Mrs. June L. James that you still represent her in certain local matters.

The United States is closing up a transaction for canal right of way over land in which Mrs. James has an interest and certain matters are involved with which we believe you are familiar. Kindly advise if we shall take these matters up with you direct, or if some other attorney is now handling them for you.

The matter has been pending for some time and we would appreciate an early reply.

Yours very truly,

C. F. Harvey

Asst. District Counsel.

W.M.JAMES,

IMPORTADOR DE MUEBLES EN GENERAL.

MÉRIDA, YUC. MEXICO. May 22d, 1919,

CONTADORES "NATIONAL"
AUTOMOBILES "OVERLAND"
CAJAS DE HIERRO "BAUM"
MAQUINAS DE COSER "NEW HOME"
FONOGRAFOS Y VICTROLAS "VICTOR"
MAQUINAS DE ESCRIBIR "OLIVER"
MOLINOS DE VIENTO "AERMOTOR"
PIANOS "FOLEY WILLIAMS"
LLANTAS "GOODRICH"
BICICLETAS

Department of the Interior,

U.S.Reclamation Service,

El Paso.

Dear Sirs:

Before leaving El Paso I placed this clearing of the title in the hands of Mr.S.P Weiseger, 505 Caples Bldg. Later I knew that he went into the U.S.A.service, but I suppose now has been relieved. By this mail I am writing to ask him what he has done and will ask him to advise you. The paying of taxes~~is~~ was also in his hands and I think have been paid. I will ask Mr.Weiseger to give you all information.

A copy of my power of attorney is on file in the Court House but I do not remember the date, but some years back. We had occasion to look it up when in El Paso. Mr.Weiseger may also know this, and is in a much better position being on the ground than I am at this distance where it takes three weeks for a letter to reach me.

I I can assist in any way kindly advise me.

Yours truly,



May 22, 1919.

Mr. S. R. Weiseger,
505 Caplee Bldg.,

Dear Sir:

Enclosing a letter from the Reclamation Service with copy of my answer.

Will you kindly advise what was done toward getting this settled so that I can comply with the requirement of the Service.

I knew that you were in the U.S.A. service but I suppose you were returned to your office and ready to give your always efficient service.

Thanking you in advance for giving this your best attention,

I am yours truly.

El Paso, Texas,
May 19, 1919.

Mr. Elmer C. James,

Yaleta, Texas.

Dear Sir:

Our files show a right of way transaction for San Elizario Feeder Canal still pending with Mrs. June L. James, who we understand is your sister-in-law. We have had some correspondence with Mrs. James and have recently learned that her address is Merida, Yucatan, Mexico and have written her at that place. Pending a reply, which will probably take some time, we are taking the liberty of asking if you can advise us who is the attorney or other representative of Mr. Samuel Bates, who it appears has a record title to one-half interest in the land, but who, during his life time, it also appears, did not assert any beneficial interest in the land. Steps had apparently been taken during the life time of Mr. Bates to secure his waiver to any of the purchase money, but now that he is dead it may not be so easy to secure such waiver from his heirs or successors in title. However, the facts in the case point generally to Mrs. James having the entire beneficial interest in this land and we are desirous of communicating with the parties holding the interest thru Mr. Bates, in order that this point may be cleared up pending final settlement.

Therefore, if you can supply us with the address of the parties representing Mr. Bates, we shall deem it a favor.

Yours very truly,

FWDent by CFH
District Counsel.

Copy to Belen, Texas.

El Paso, Texas, April 22, 1919.

Mrs. June L. James,
Merida, Yucatan, Mexico.

Dear Madam:

Reference is had to correspondence with you during the years 1916 and 1917 in regard to closing a land purchase for the San Elizarrio canal. The last letter to you dated July 21, 1917, is unanswered, and we are again raising the matter with a view to closing the transaction.

From the above mentioned letter from this office it appears that the following items are to be attended to before payment can be made to you and the sale completed:

Payment of taxes, which, as stated in our former correspondence, may be paid by the Government and the amount thereof deducted from the final payment to you. We would like to have your statement first, however, that you wish the Government to pay these taxes before we take such steps.

At the time of the former correspondence it was desired to have Mr. Bates join in the warranty deed running to the United States, as he had a record title to one-half interest in the land. It now appears that Mr. Bates has died, and therefore we must look to his heirs or devisees to clear this outstanding interest. Can you advise us of the address of Mr. Bates' representative? If so, kindly do this, as we must ascertain if his heirs are of age, and if so, secure their signatures to the warranty deed, and if they are not of age it will be necessary to secure order of the court granting authority for a duly appointed guardian to convey for the minors. In the latter case also, it will be difficult to secure such order of the court unless a satisfactory showing is made to the court that the minor heirs have no beneficial interest in the property. Otherwise, the court might insist upon an actual money payment for their benefit. We also desire to secure a certified copy of your power of attorney to sign for your husband, if this power is still extant.

Kindly advise us at once of the address of Mr. Bates' representative, as requested above, and also return the warranty deed, if you still have it, with your signature and as attorney for Mr. James.

Very truly yours,

F W DENT CFH

District Counsel.

Yakima, Wash., April 16, 1919

District Counsel, Edwin H. Peery,

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

Purchase of land from Mrs. June L. James for the Rio Grande Project, New Mexico.

1. I have your letter of April 4, 1919, relative to the matter of clearing up the undivided one-half interest in said property, which appears by Assistant District Counsel Buck's opinion of March 21, 1916, to have been outstanding. On April 25 of the same year I submitted an opinion in connection with said title concurring in the view of Assistant District Counsel Buck that the undivided one-half interest of Mr. Bates in the property had not been disposed of by him.
2. You state that Mr. Bates was not asserting any interest in the land but it was thought necessary to have him join in the deed conveying to the government, and also to sign a certificate stating that he joined in the deed merely for the purpose of enabling Mrs. James to complete her contract of sale and that he waived all claim to the sale price.
3. I have none of my file papers in the case with me but I think it unnecessary that I should send for them for the purpose of replying to the questions presented in your letter.
4. It seems that correspondence has been had with Mrs. James and that letters written during 1916 addressed to her at Eldon, Iowa, had not been answered. It is intimated in the correspondence that Mr. Bates has died and the suggestion made that his heirs should now join in the deed, and that if any of them are minors it will be necessary to procure a proper order of court, and in this connection it is further suggested that it is possible the court might not enter such an order without the minors receiving their share of the consideration.
5. Presumably Mr. Bates did not carry out the plan of joining in the deed and signing the certificate above mentioned before his death. If he did, not question would arise as to the interest of his heirs. If the heirs are of age it is probable that a quit claim deed can be obtained from them and if it runs to the vendor, Mrs. James, no exception to a waiver of the purchase price

need be made. If the heirs are minors it is probable that some difficulty may be encountered in securing the necessary order authorizing a deed. If, however, it be made to appear to the court that Bates claimed no interest in the property prior to his death it is likely he would make an order authorizing the guardian to execute the deed for a nominal consideration.

6. It is suggested that you take the necessary steps to ascertain the facts and proceed with the ordinary method of acquiring the outstanding title. Without definitely knowing what the situation is my advice upon the subject might be confusing.

CC-Ch. Cl., Wash.

EDWIN H. PERRY

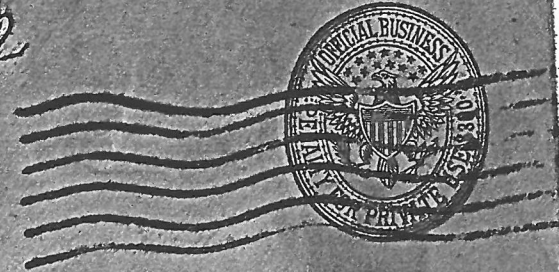
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Department of the Interior.

U. S. RECLAMATION SERVICE

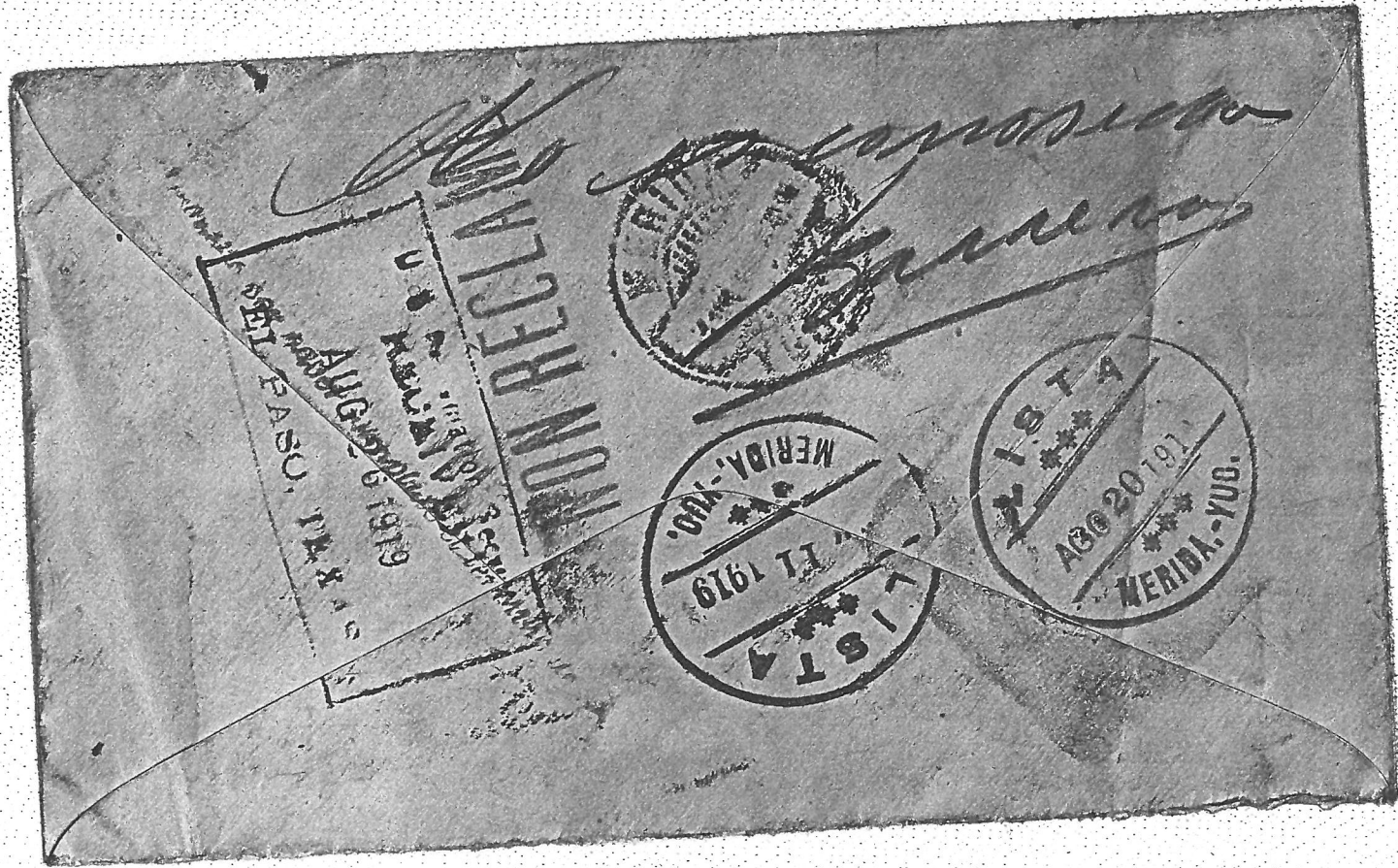
OFFICE OF DISTRICT COUNSEL

El Paso, Texas, U. S.



Mrs. June L. James,

Merida, Yucatan, Mexico.



RECEIVED
AUG 20 1919

Calle Comercio
Merida, Yuc.



El Paso, Texas, April 4, 1919.

From: District Counsel.
To: Edwin H. Peery, District Counsel, Denver, Colo.
Subject: Land Purchase from June L. James-Rio Grande Project.

1. Reference is had to your opinion of April 25, 1916, and opinion of Assistant District Counsel Buck, dated March 21, 1916.
2. In paragraph 12 of Assistant District Counsel Buck's opinion is mention of a conveyance to Samuel Bates and others. In paragraph 30 of Mr. Buck's opinion he concludes that there is no record of Mr. Bates having disposed of the undivided one-half interest in the property. As to this matter, I believe you concurred in your opinion. However, Mr. Bates was not asserting an interest in the land and while it was thought necessary to have him join in the warranty deed conveying to the Government, it was thought advisable to have him sign a certificate to the effect that he joined in the deed merely for the purpose of enabling Mrs. James to complete her contract of sale and that Mr. Bates waived all claim to any of the sale price.

3. Letters written to Mrs. James during 1916, addressed to Eldon, Iowa, are still unanswered and we are again writing her to see if the transaction cannot be closed. The correspondence intimates, but does not make any direct statement that we have been able to find, that Mr. Bates has died. It was suggested in this connection that his heirs join in the deed, or that if he has minor heirs a guardian would have to be appointed and convey on their behalf. If the heirs are of legal age they could not only sign for themselves, but properly execute a certificate similar to that proposed for Mr. Bates waiving any claim to the purchase money. However, if they are minor heirs, it occurs to us that it would hardly be proper for a guardian to sign such waiver on their behalf, and if there is an interest running thru Mr. Bates which cannot be defeated by some instrument which passed before his death and which would be proper to record, it is doubtful if the court would grant an order of

sale for property legally inherited by minor heirs, unless the minor heirs were secure in a payment for their benefit for part of the purchase money. Your opinion of this phase of the title is requested. It may be possible to secure an affidavit from a number of parties showing how Mr. Bates came to relinquish any beneficial interest in the property. However such an affidavit would be a rather weak document unless made by Mr. Bates himself, or else the parties in interest who might claim under his legal title.

PW Dent

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

OFFICE OF
DISTRICT COUNSEL

El Paso, Texas,
April 3, 1919.

Postmaster,
Eldon, Iowa.

Dear Sir:

The Reclamation Service has endeavored to close a transaction with Mrs. June L. James, whose address, we understand, is Eldon, Iowa. From our correspondence during the years 1916 and 1917, which breaks off without final answer from Mrs. James during the latter year, we are inclined to believe this party may have left Eldon and possibly has become incapacitated to answer our letters thru some cause of which we are not aware.

Please supply any information which will help us to get in touch with this woman or her representatives if you can do so.

Thanking you, we are,

Yours very truly,

J. W. Dent

District Counsel.

at Merida Yucatan Mexico

El Paso, Texas.
April 3, 1919.

Mrs. June L. James,

Eldon, Iowa.

Dear Madam:

Reference is had to correspondence with you during the years 1916 and 1917 in regard to closing a land purchase for the San Elizario Canal. The last letter to you dated July 21, 1917, is unanswered and we are again raising the matter with a view to closing the transaction.

From the above mentioned letter from this office, it appears that the following items are to be attended to before payment can be made to you and the sale completed:

Payment of taxes, which as stated in our former correspondence may be paid by the Government and the amount thereof deducted from the final payment to you. We would like to have your statement first, however, that you wish the Government to pay these taxes before we take such steps.

Certified copy of order of court as to appointment of guardian for possible minor heirs of Mr. Samuel Bates, with authority in such guardian to convey the interest of Mr. Bates in the land to be conveyed to the Government. It appears that while Mr. Bates had a one-half interest in this land and he was to be joined in the warranty deed, he has died. A certificate was to be signed by Mr. ~~James~~ to the effect that he is joined in the warranty deed running from yourself for the purpose of enabling you to complete contract of sale and not as granting an interest which he was asserting and waiving any claim to the sale price named in the deed and contract. It would be well to have the guardian for the minor heirs also sign this certificate, if you still have it. *We do not have the name of Mr. Bates representative.*

Could you supply same, with address,
Execution of the warranty deed to be joined in by yourself and the guardian for the minor heirs of Mr. Bates.

or individually by such heirs who are of age. Certified copy of your power of attorney to sign for your husband should also accompany the papers. ¶ Please attend to these matters at once. ¶ If you have lost any of the necessary papers, advise us without delay and we will forward new papers. The Reclamation Service is endeavoring to close up all these old matters and insists upon the cooperation of all parties concerned.

Yours very truly,

P. W. Dent



District Counsel.

El Paso, Texas,
April 3, 1919.

Mr. S. P. Weisiger,

El Paso, Texas.

Dear Sir:

A number of years ago we had correspondence with you in regard to Mrs. James L. James concerning a purchase of land. We addressed this party at Eldon, Iowa, during the year 1917, but have not had answer to our letters.

Can you advise us what her present address may be, or any other facts in regard to her capacity to reply.

Yours very truly,

P W Dent
By CFH
District Counsel.

El Paso, Texas, July 21, 1917.

Mrs. June L. James,
Eldon, Iowa.

Dear Madam:

Referring to office letters of April 28, and May 23, 1916, inclosing certificate and warranty deed, and advising you that owing to the fact that Mr. Samuel Bates left minor heirs, an order of court would be necessary appointing a guardian for such children with authority to convey the interest of Mr. Bates in the land to be purchased.

As it is the intention of this office to settle all pending claims as soon as practicable, you are requested to give this matter your attention at your earliest convenience, and return the deed signed by yourself and for Mr. James if you still hold a power of attorney to sign his name to deeds in El Paso County, Texas, and by such person who may be appointed by the court with power to convey for the minors of Mr. Bates. A certified copy of your power of attorney should accompany the deed.

Also, please inform me whether the taxes for the years from 1895 to 1913 have been paid; and if not, whether you desire the United States to pay them and deduct the amount thereof from the purchase price.

The certificate to be signed by Mr. Bates, forwarded to you with deed, should be signed by the guardian appointed for the minors.

If the minor children of Mr. Bates, or any of them, are now of age, they may sign the deed with you, signing also the certificate mentioned above; and there will then be no necessity for the order of court.

A prompt response to this letter will be greatly appreciated.

Very truly yours,

Asst. District Counsel.

El Paso, Texas, May 23, 1916.

Mrs. June L. James,

Eldon, Ia.

Madam:

Reference is made to your call at the office yesterday advising of the death of Samuel Bates, the owner of an undivided one-half interest in the 4.40 acres of land which the Government is purchasing under contract of Sept. 21, 1915,

I am writing to remind you, lest the matter might be overlooked, that in case any of the heirs of Samuel Bates are minors, an order of court should be secured appointing a guardian for such minors with authority to convey their interest in the said land to the United States, and this guardian should execute the deed as guardian for such minor heirs, in whose behalf the guardian should also acknowledge the deed.

Very truly yours,

P. W. Dent,

District Counsel.

El Paso, Texas, April 28, 1916.

Mrs. June L. James,

Eldon, Iowa.

Madam:

The abstract of title to the 4.40 acres of land situate in Sections 2 and 11, T. 32 S., R. 6 E., N. M. P. M. (surveys 32 to 37 inclusive, Ysleta Town Grant), which you agreed to sell and convey to the United States under contract of September 21, 1915, free and clear of liens or incumbrances, has been examined and good title to said land is found to be in you as to an undivided one-half, and in Samuel Bates as to the other undivided one-half, subject, however, to the taxes for the years 1895 to 1915, inclusive, amounting to \$318.29, without interest and penalties, which are a lien upon the land. It has been learned on taking the matter up with the tax collector's office that the taxes for 1915 have been paid since the abstract was prepared. There are, however, still due and unpaid taxes for the years 1895 to 1913 amounting to \$168.21 without interest or penalties, which it will be necessary to pay before the purchase price can be paid or at least, taxes on the strip of 4.40 acres if the tax collector will accept such part payment.

If you are not in position to pay these taxes at present they can be paid by the Government if you so desire and the amount so paid deducted from the purchase price, in which event please in-

form me and also whether you wish taxes on all of the land paid or only on the strip of 4.40 acres. Please, therefore, pay these taxes yourself or write this office to pay them.

I am assuming that the taxes will be paid at once and am therefore enclosing the deed for execution and return. Samuel Bates and his wife, if he has one and she is living, should join in the execution of the deed. If he has no wife the deed should show what his status is, that is, whether single, widower, etc. ~~the deed should also be signed by yourself.~~ The deed should also be signed by yourself, and if you still hold a power of attorney from your husband to sign his name to deeds for land in El Paso county, Texas, you may sign his name, "W. M. James" by your own as attorney in fact, and a certified copy of the power of attorney should accompany the deed when it is returned. All names should be signed to the deed in the manner they appear at the top of said instrument.

I am also enclosing herewith a certificate to be signed by Samuel Bates so that the purchase ^{price} may be paid to you after the taxes have been paid and upon receipt of the deed properly executed.

Very truly yours,

P. W. Dent,

2 Encls.

District Counsel.

Phoenix, Arizona, April 25, 1916.

Edwin H. Peery, Dist. Counsel.

Dist. Counsel, El Paso, Texas.

Opinion on purchase of land from June L. James for Rio Grande Project, New Mexico-Texas.

1. I have examined the opinion of Asst. Dist. Counsel, John J. Buck, of March 21, 1916, together with abstract and related papers transmitted therewith relating to the acquisition by the United States from June L. James of a strip of land containing 4.40 acres situated in Sections 2 and 11, T. 32 S., R. 6 E., in El Paso County, Texas, needed as a right of way for the San Elizario feeder, Rio Grande Project. The land is being purchased in pursuance of an agreement with said June L. James of September 21, 1916, to purchase same for a consideration of \$250.00
2. The land to be purchased lays in a strip 60 ft. wide with slight alterations at each end and between 1793.7 ft. and 2030 ft. in length across surveys numbered 32, 33, 34, 35, 36 and 37 of Ysleta town grant. The opinion finds the title to be vested in June L. James and Samuel Bates and it is proposed to have both of said parties execute the deed to the United States.

3. This land is situated within the limits of the grant above mentioned but the abstract does not go back prior to the date of the deeds from the town authorities conveying said surveys respectively. The existence of the grant, however,

is well known and generally accepted as valid and the facts concerning said original grant are set out in the abstract accompanying the purchase of a strip of land for canal purposes, within the limits of said grant, from William A. Brand. A copy of the state patent to the inhabitants of the town of Ysleta is also with the papers. Satisfactory origin of the title is therefore shown.

4. Survey No. 37 was conveyed originally to Clemente Lucero (Abstract No. 3). There is no conveyance from said Lucero but at No. 8 of the abstract Pablo Romero and wife convey the same tract by warranty deed of July 8, 1882, to John E. Wiggin. As this deed is very ancient I think that we may safely say that Romero, the grantor, obtained good title from the original grantee of the town of Ysleta and the break in the title may be disregarded. A number of the grantors convey without disclosing their marital status but the latest deed having this defect is so ancient that I am of opinion that these defects may likewise be disregarded.

5. On page 24 appears a tax collector's deed in favor of the city of Ysleta based upon taxes for the year 1890. The deed is dated September 16, 1894, and in view of the fact that the city of Ysleta has ceased to exist as a corporation, and of age of the deed, I think that for purposes of this transaction the tax collector's deed may be passed by.

6. Title to the property involved in this purchase came to one W. M. James who appears to be the husband of the Government vendor. James made an assignment in favor of his creditors September 18, 1893, (Abstract No. 27) and a great

many judgments are shown by the abstract to have been obtained against him from time to time. The *land* in question was sold under an execution issued upon one of these judgments and the proceeds of sale applied to the satisfaction of that and two other of the judgments. A large number of the judgments however appear unsatisfied. These judgments are all dated in May, 1894, about the time that execution was issued and the land was sold. It may, therefore, be safely assumed that some disposition was made of these judgment liens and, in any event, the time for asserting them has expired. The same may therefore be disregarded.

7. Taxes as shown upon page 79 of the abstract extending from the year 1895 are unpaid and are a lien upon the land. This lien should be removed before the transaction is closed.

8. Subject to the above lien for taxes, I find that upon February 28, 1916, date when the abstract closed, the title to the land proposed to be conveyed to the United States was vested in fee simple in June L. James as her separate property as to an undivided one-half and in Samuel Bates as to the other undivided one-half. After the lien of taxes has been removed the contract of sale may be concluded by accepting a deed executed in the form transmitted with the papers by June L. James and husband and by Samuel Bates to the United States and by placing same of record provided no changes have taken place in the condition of the title adversely effecting the interests of the parties in whom the title rests subsequent to the date when the abstract closed. The abstract should

then be continued to include the record of the deed to the United States.

9. After title has vested in the United States free of incumbrance, the consideration may be paid in the usual manner - the fiscal agent transmitting with his voucher the papers required by the Reclamation Manual. As one-half of the title rests in Samuel Bates the deed should contain a recital of the fact that he executes the same in order to enable Mrs. James to complete her agreement of purchase and that he claims no interest in the purchase money, or a separate certificate or showing to this effect should accompany the papers - otherwise, the voucher will have to be executed in favor of both the grantors and the check drawn in the same manner.

* * *

E. H. PEERY.

Encls.

1. Opinion of Dist. Counsel.
2. Agreement of sale.
3. Sketch of the Ysleta Grant and the Ysleta Town Grant.
4. Possessory certificate.
5. Form of deed.
6. Copy of patent from the state to the town of Ysleta.
7. Abstract No. 20033 of the Abstract Title Co.

Possessory Certificate.

I, John J. Buck, certify that I have personally examined the land sought to be acquired by the United States from June I. James in Secs. 2 and 11, T. 32 S., R. 6 E., El Paso county, Texas, for the Rio Grande project, pursuant to contract dated Sept. 21, 1915, and that the said proposed grantor was in actual, sole and exclusive possession of the land proposed to be conveyed, claiming to be the owner and no person claiming a right in such land adverse to the grantor is in possession of any part of it.

John J. Buck,

Asst. District Counsel,
U. S. R. S.

El Paso, Texas, March 21, 1916.

El Paso, Texas, March 21, 1916.

From Asst. District Counsel

To District Counsel in Charge of Titles, F. H. Peery, Phoenix, Ariz.

Subject: Opinion and title papers, land purchase from June L. James under contract of Sept. 21, 1916, Rio Grande project.

1. I have examined the abstract of title and related papers in connection with the acquisition by the United States from June L. James of a strip of land embracing 4.40 acres situate in Secs. 2 and 11, T. 22 S., R. 6 E., El Paso County, Texas, needed as right of way for the San Elisario feeder, Rio Grande project.
2. The land it is proposed to purchase is a part of Surveys 22, 23, 24, 25, 26 and 27 of Ysleta Town Grant, which surveys are located in the county and state aforesaid.
3. The abstract shows at pages 3, 4, 5 and 6 that the Acting Mayor of the Town of Ysleta by deeds dated August 9, 1873, conveyed Surveys 27, 25, 23 and 26 to Clemente Lucero, Price Cooper, Ricardo Felles and Jose Loya respectively.
4. The said Jose Loya and wife by warranty deed dated Sept. 5, 1881, conveyed Survey 26 to Pablo Romero (p. 7).
5. The said Pablo Romero and wife by warranty deed dated July 8, 1882, conveyed Surveys 26 and 27 to John F. Wiggin (p. 8). It does not appear how Romero acquired Survey 27, Clemente Lucero being the record owner, but doubtless some conveyance was made to Romero which was not recorded. This is now so long ago that it is

P.S.P--2:3:21:16.

believed it may be passed over without further inquiry.

6. Under date of July 8, 1882, the said Price Cooper and wife conveyed by warranty deed to John E. Wiggin Survey 36 (p. 9).

7. 3. deed dated July 8, 1882, the said Ricardo Telles conveyed to John E. Wiggin Survey 33 (p. 10).

8. On August 27, 1881, the Acting Mayor of the town of Yelata conveyed by deed to Eugene Sullivan Survey 32, who under date of July 3, 1884, gave a deed of trust to E. H. Davis, trustee, to secure the payment of a promissory note for \$210.00. Sullivan defaulted in making payment on the note and the property was sold and conveyed to William Crosby (pp. 14, 15).

9. Under date of October 25, 1886, the said John E. Wiggin gave a power of attorney to Marshall Rogers authorizing Rogers to sell and convey all real estate belonging to Wiggin in El Paso county, Texas, and on July 11, 1887, the said Rogers conveyed by warranty deed to F. Desloge and Zeno S. Clardy Surveys 35, 36, 36 and 37, the title to which was in Wiggin (p. 19).

10. By deed dated July 11, 1887, the Mayor of the town of Yelata conveyed Survey 34 to Juan Garcia (p. 16), who with his wife et al. on July 14, 1887, conveyed the same property to F. Desloge and Zeno S. Clardy (pp. 20, 21).

11. On July 19, 1887, the said William Crosby relinquished his interest in Survey 32 to F. Desloge and Zeno S. Clardy (p. 22).

12. By warranty deed dated July 19, 1887, the said Zeno

B. Clardy for ^{Mar}himself, and for P. Desloge by power of attorney to Clardy dated ~~Mar~~ 5, 1887 (p. 17), conveyed among other land Surveys 32 to 37 inclusive to R. C. Lightbody, W. M. James and Samuel Bates. (p. 23).

13. On Sept. 16, 1891, tax collector's deed was issued to the city of Yuleta for surveys 32, 34 and 37 because of non-payment of taxes for the year 1890. (pp. 24, 25).

14. By warranty deed dated November 30, 1891, the said Robert C. Lightbody conveyed to Wm. M. James his undivided 1/4 interest in Surveys 32 to 37 inclusive and other land (p. 26).

15. On September 19, 1893, the said Wm. M. James made an assignment of all his property to Ernest Kohlberg for the benefit of creditors (pp. 27, 28 and 29).

16. On page 30 is abstracted a judgment dated April 23, 1894, for \$715.00 recovered in the District Court of El Paso county, Texas, by the Receiver of the El Paso National Bank against Wm. M. James ~~and~~, and on May 7, 1894, another judgment for \$1654.75 was recovered by J. W. Barlow against the said Wm. M. James, which latter judgment was apparently satisfied by the sale to Barlow of other property than Surveys 32 to 37 inclusive (p. 31).

17. On May 12, 1894, another judgment for \$170.04 was rendered against the said Wm. M. James and execution issued May 14, 1894 (p. 32). On the same date, May 12, 1894, judgment issued against the said James for \$68.04 (p. 33).

P. H. P. --4--3:21.16.

18. Under date of February 15, 1894, judgment was rendered against the said Wm. M. James et al. for \$229.80. Execution issued and no property was found belonging to the judgment debtors. Later the judgment was assigned to L. Clark (p. 34).

19. On March 20, 1894, the said Ernest Kohlberg deced to the said Wm. M. James all real estate, etc. assigned by James to Kohlberg on Sept. 18, 1893 (p. 35).

20. May 15, 1894, judgment issued against the said Wm. M. James for \$240.00 (p. 36). This judgment and one following at page 36 of the abstract for \$238.00 were apparently satisfied, and all of the judgment abstracted at page 39 was satisfied with the exception of \$14.00 (p. 37).

21. On May 16, 1894, judgment was rendered against the said Wm. M. James for \$328.00 (p. 40).

22. The Sheriff of El Paso county on August 7, 1894, issued deed to Horace B. Stevens for an undivided 1/2 interest in Surveys 22 to 27 inclusive owned by the said Wm. M. James by virtue of the execution and levy made abstracted at page 39 (pp. 41, 42) 43, 44).

23. On pages 46 to 53 are abstracted certain proceedings brought by Keith Bro. & Co. in the District Court of El Paso county, Texas, against Wm. M. James and J. L. James. Judgment issued in favor of Keith Bro. & Co. and by virtue of this judgment James'

undivided 1/2 interest in Surveys 32 to 37 inclusive was sold and conveyed by Sheriff's deed to Keith Bro. & Co. It will be noted that what appears to be this same 1/2 interest was conveyed by Sheriff's deed a year or more before to Horace B. Stevens (p. 41). However, subsequently or on January 19, 1896, Keith Bro. & Co. conveyed said 1/2 interest in Surveys 32 to 37 inclusive, to Horace B. Stevens which disposed of the conflict (pp. 54, 55). As part payment Stevens gave several promissory notes which were paid and released on December 21, 1898 (p. 62).

24. On pages 56 to 60 are abstracted certain proceedings brought by the State of Texas against Horace B. Stevens to enforce payment of taxes on an undivided 1/2 interest in Surveys 32 to 37 inclusive. Stevens made default and the said undivided 1/2 interest was sold and conveyed by order of court to A. G. Foster who conveyed said property to I. T. Flint (p. 61) to whom the said Horace B. Stevens quitclaimed what interest he might have in said property (p. 63).

25. The said I. T. Flint, acquiesced in by his wife (p. 71), conveyed by special warranty deed to J. L. James, his daughter, as her separate estate the said undivided 1/2 interest in Surveys 32 to 37 inclusive (p. 66).

26. The matter abstracted at pages 64 to 65, and on pages 67 to 69 has no direct bearing on the strip of land under considera-

tion.

27. The said J. L. James as June L. James executed contract with the United States on September 21, ¹⁹¹⁵ agreeing to sell and convey to the United States a strip of land running through Surveys 22 to 27 inclusive embracing 4.40 acres (pp. 72, 73, 74).

28. On pages 75 to 78 is abstracted the validating act of the legislature of Texas which was gone into in opinions previously rendered on the title to other land in the vicinity of the strip sought to be acquired.

29. The judgments abstracted at pages 30, 32, 33, 34 and 39 do not appear to have been satisfied or released. However, as these were rendered some 28 years ago, they are now, under Art. 3717, page 767 of the Revised Civil Statutes of Texas, 1911, dormant either because execution was not taken out within 12 months after the rendition of judgment, or that the prescribed 10 years have long elapsed since execution issued, and cannot be revived.

30. I find no entries in the abstract which indicate that Samuel Bates has disposed of the undivided 1/2 interest in Surveys 22 to 27 inclusive which was conveyed to him by F. Desloge and Beno Z. Clardy by warranty deed dated July 19, 1887 (pp. 23 and 26). If this in the case he should join June L. James in the deed to the United States.

31. June L. James is a married woman and the land sought

M. H. P.--6--3:21:16.

Texas to the inhabitants of the Town of Yelots.

John J. Buck.

7 Enclosures:

Copy of this letter;
Abstract of title;
Proposed deed;
Possessory deed certificate;
Original agreement to sell;
Plat;
Patent No. 393.

JNH ✓
El Paso, Texas, November 9, 1915.

The County Recorder,

El Paso, Texas

Dear Sir:

There is transmitted herewith for recording and return to this office agreement dated September 21, 1915, with June L. James in connection with the proposed conveyance to the United States of certain land desired for right of way for the San Elizarlo Feeder Canal.

Very truly yours,

F. W. Dent H

District Counsel.

enc

JHH ✓
✓
El Paso, Texas, November 9, 1915.

Mrs. June L. James,
Eldon, Iowa.

Dear Madam:

You are respectfully advised that agreement with you dated September 21, 1915, in connection with the proposed transfer to the United States of certain land for right of way for the San Elizario Feeder Canal was approved by W. A. Ryan, Comptroller, U. S. Reclamation Service, under date of November 5, 1915.

Further action in the premises will be taken as soon as this office can secure and examine the abstract of title covering the land in question.

Very truly yours,

F. W. Dent H
District Counsel.

I hereby certify that the land and property described in attached agreement dated Sept. 21, 1915, with June L. James are necessary for purposes authorized by the Reclamation Act, viz., for right of way for the San Elizario Feeder, Rio Grande project, New Mexico-Texas. In my opinion the consideration agreed upon is reasonable and I recommend that the agreement to sell be approved.

R. F. WALTER

Project Manager.

El Paso, Texas, OCT 6 1915 1915.

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

El Paso, Texas, October 5, 1915.

Project Manager to the Director (through **Supervising Engineer**
Ch. of Construction.

Subject: Forwarding contract for approval.

The contract described below is forwarded herewith for approval:

Date **Sept. 21, 1915,** **Rio Grande** project
Executed by **H. F. Walter, Proj. Mgr.**
With **June L. Jacek**Accompanied by bond and one copy. [~~Insert Yes or No bond.~~]Purpose: **Right of way for San Ildefonso Reservoir**Advise **Project Manager** at **El Paso, Texas,**
District Counsel at **El Paso, Texas**
(copy to **Ch. of Construction** at **Denver, Colo.**)

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

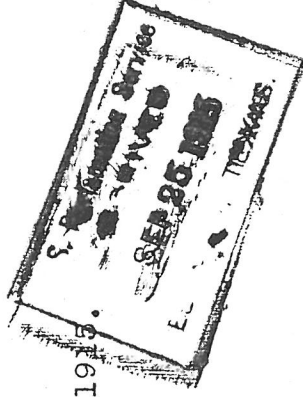
Estimated amount involved, \$ **250.00** Authority No. _____Encls. **NOV 9 - 1915**
" **Orig. contract for Auditor H. F. Walter.**
" **Copy " Dir. with Rept.**
" **on Land Agreement and Certificate.**
" **contract for Returns Off., with**
" **affil. of dis.**
" **contract for Ch. of Constr. with copy Rept. on Land Agr't & copy**
" **of Certificate.** Washington, D. C. **NOV 5 - 1915** 191Approved by **W. A. Ryan, Comptroller**Date of approval **NOV 5 - 1915**

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

Original enclosed for record ~~and return.~~**W. A. Ryan, Comptroller**

OFFICE OF
S. P. WEISIGER
LAWYER
EL PASO, TEXAS

Sept. 24th, 1915.



Reclamation Service,

Mills Building, El Paso, Texas.

Gentlemen;

Inclosed herewith, I hand you a contract for right of way through certain property claimed by Mrs. June L. James. I received this contract through the mail on the 23rd., of this month. I know nothing whatever about the matter, but suppose from a note which came with the contract, that it was to be delivered to you. And complying with our conversation over the phone this morning, I inclose same herewith.

Yours truly,

S. P. Weisiger

INSTRUCTIONS.

REPORT ON LAND AGREEMENT

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

INFORMATION relating to agreement made **Sept. 21,**

191 **5**, with

June L. James

for the purchase of land required for **San Elizario Feeder for Irrigation**

purposes, **Rio Grande**

Project, **El Paso**

County, **Texas**

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

4.40 acres. For description see agreement to sell.

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

Located in Ysleta Grant, a Mexican grant made under the laws of Mexico. Was never a part of the public domain.

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.

June L. James, Eldon, Iowa (This her separate property)

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

Owner is in possession; there is no lease.

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

Land is subject to right of way by virtue of contract with water users' asso (El Paso Valley Water Users' Assn.)

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 under cultivation.

Land is level and there are no improvements on it.

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

All capable of irrigation, but none is irrigated at present.

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

\$50.00 to \$150.00 per acre.

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

Construction of ditch will be a benefit to balance of land.

The above is a correct statement of the information procured.

Dated **Sept. 28,**

191

5.

(Signature) *Rich. R. J. J. J. J.*

(Title)

Asst. Mgr.
In Charge of Negotiations.

Approved: **R. F. WALTER**

R. F. WALTER
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 (e), 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.

REPORT ON LAND AGREEMENT.

For purposes.....

..... project.....

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

Belonging to.....

.....

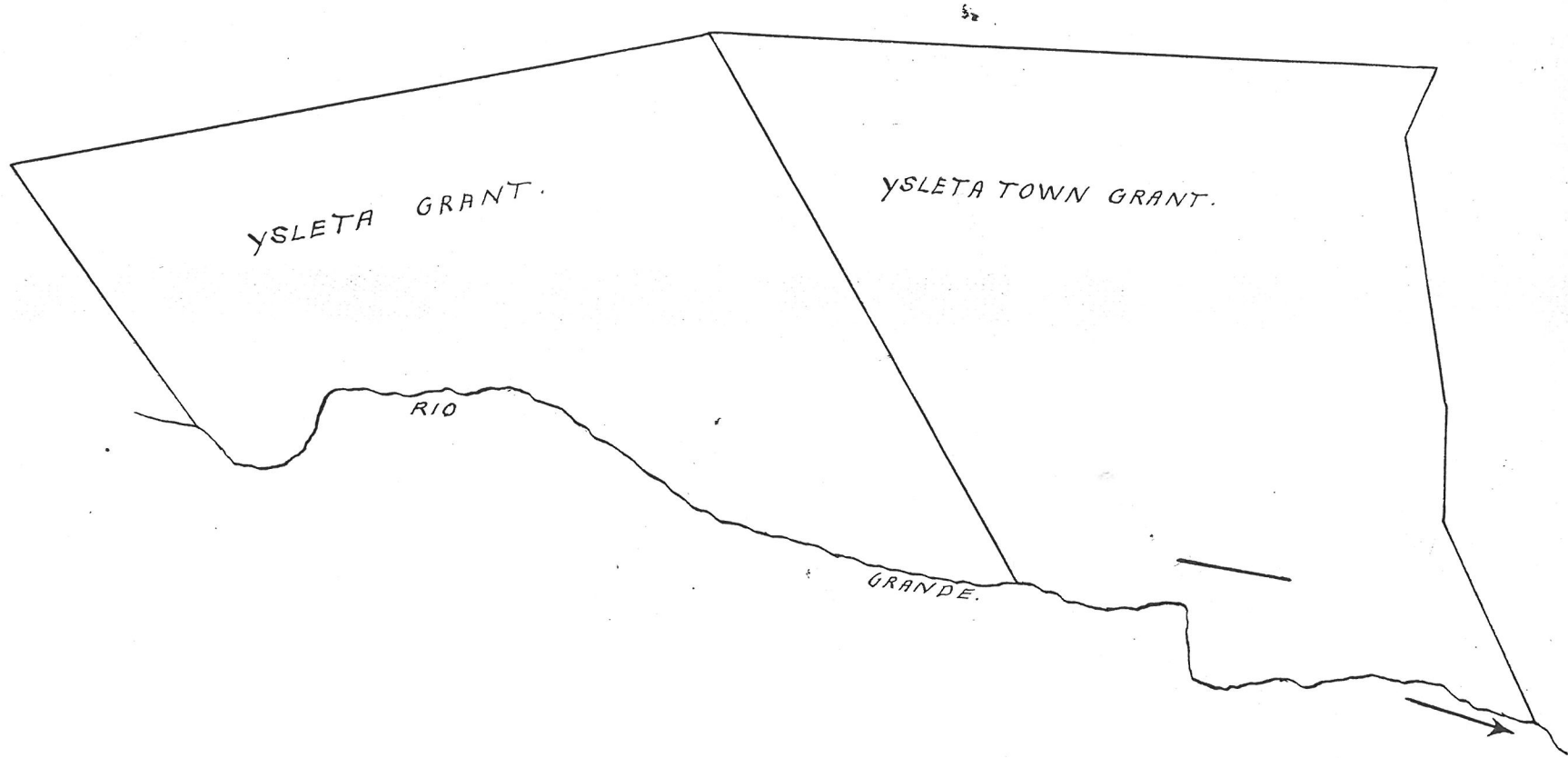
County of.....

State of.....

Submitted by.....

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

51-2-12
51-2-51



Plat of 4.40 Acres out of Surveys 32, 33, 34, 35, 36 & 37,
in Ysleta Town Grant. Scale 2000 Vs. **== 1"**.

Position of Tract indicated by **RED LINE**.

AFFIDAVIT

State of Texas

County of El Paso

Before me the undersigned authority, personally came and appeared Elmer G. James, to me well known and who being by me first duly sworn, deposed and said:

That he is now ~~that~~ 21 years of age;

That he is the brother of W. M. James, who is the husband of

June L. James, the last named party, being the same party that

entered into a contract with the United States dated Sept. 21, 1915, agreeing to convey to the United States 4.4 acres of land for

canal right of way and that he (the affiant) is also related to

Samuel Bates, who is one of the grantees in a certain warranty deed bearing the date of July 19, 1887, running from F. Desloge

et al to R. C. Lightbody, W. M. James, and Samuel Bates, by

reason of his (affiant's) aunt, now deceased, having married said

Samuel Bates, the name of said aunt being *Ann James* Bates, and that

by reason of such relationships, together with his general personal knowledge of the family history and lands and other property belonging to the said Bates and James' families, he is especially well qualified to state as to matters pertaining to said family and their property; that said Samuel Bates died in or about the year 1899 and that his wife died in or about the year 1901, and that there were no children by this marriage of Samuel Bates; that said Samuel Bates had three brothers, Matthew, Joseph, and William O., all of whom died before the decease of said Samuel Bates and that said Matthew Bates was married and that his children were named

6

and that said Joseph Bates was married and that his children were named one son not known, now deceased,

and that said William O. Bates was married and that his children were named no children known

and that he, your affiant does not at present know nor can he think of any reliable source of information leading to the addresses or

whereabouts of any of the children of the said brothers of

Ann James Samuel Bates; that Ann James Bates, the wife of said Samuel Bates had brothers and sisters named as follows: John James

Thomas James, Wm. James, Henry James

and that you affiant does not at present know nor has he any

reliable source for ascertaining the addresses of said brothers that if said Samuel Bates or Ann James Bates, his wife, ever made a will, no parties have ever asserted any rights to the land that is the subject and sisters of the said Ann James Bates; that all of the

children of the said brothers of Samuel Bates and all of the

said brothers and sisters of Ann James Bates his wife, were 10

years prior to the date of this affidavit, considerably more

than 21 years of age, and that for a period of time immediately

preceeding the date of this affidavit and exceeding 10 years,

the said June L. James and her husband W. M. James have to

affiant's personal knowledge been in open, exclusive, continuous and

and contract with United States.
that if said Samuel Bates or Ann James Bates, his wife, ever made a will, no parties have ever asserted any rights to the land that is the subject of the

hostile possession to any and all of the said parties who might claim as heirs of said Samuel Bates or his wife, or any other parties, and that during said period of time ~~said~~ June

L. James and her husband have exercised ~~the~~ exclusive and sole *and control described in said contract with the Mentel, Raley* management, of the property and appropriated the entire use,

profit, and proceeds to their own benefit without let, hindrance, or inquiry from any ~~of~~ others parties whomsoever.

Sworn to and subscribed before me this _____ day of October, A. D. 1919.

State of Texas

Notary Public

County of El Paso

Before me the undersigned authority, personally came and appeared **N. M. James**, to me well known and who being by me first duly sworn, deposed and said:

That he is the same party as the W. M. James named in the foregoing affidavit; that he has read said foregoing affidavit *and* that the matters contained therein are true to his personal knowledge and that he is not able to produce any further ~~affidavits~~ evidence as to any *possible* parties who might assert a present title to the land described in the said contract dated Sept. 21, 1915, between June L. James and the United States; and that for a period of at least 10 years he and his wife have possessed and controlled the land which is to be conveyed to the United States in a manner which was not only exclusive and continuous but which was meant also to be hostile to any other parties who might assert title thereto.

I have joined in the warranty deed from June L. James and her husband to the United States for 4.40 acres of land situate in Sections 2 and 11, T. 32 S., R. 6 E., N. M. P. M., El Paso County, Texas, for the purpose of enabling Mrs. James to complete her contract of sale for this land dated September 21, 1915, and for no other reason, and I hereby expressly waive all claim to any of the sale price named in the said deed and contract.

I have joined in the warranty deed from June L. James and her husband to the United States for 4.40 acres of land situate in Sections 2 and 11, T. 32 S., R. 6 E., N. M. P. M., El Paso County, Texas, for the purpose of enabling Mrs. James to complete her contract of sale for this land dated September 21, 1915, and for no other reason, and I hereby expressly waive all claim to any of the sale price named in the said deed and contract.

Western Union Telegraph

John J. Buck

Asst. Dist. Counsel

Night

El Paso, Texas, Sept. 20, 1915.
Mrs. June L. James, Eldon, Iowa.

Please sign and return contracts for right of way. Practically all contracts secured except yours and work will be delayed unless you give better immediate attention. Wire answer.

Buck, Reclamation Service.

El Paso, Texas, Sept. 15, 1915.

Mrs. June L. James,
Eldon, Iowa.

Madam:

We should be glad if you would execute and return the two right of way contracts recently handed to you while in El Paso. We are desirous of forwarding all right of way contracts under the San Elizario Feeder to Washington for approval at the one time and at as early a date as possible. Practically all these contracts have been executed by the landowners and it will be appreciated if you will give the matter early attention and return the two contracts providing for right of way through your land. Thanking you in advance for attending to this soon, I am,

Very truly yours,

Asst. District Counsel.

B143CH MH 6
 ELDON IOWA 17A SEP 21
 U S RECLAMATION SERVICE
 MILLS BLDG EL PASO TEX
 MAILING CONTRACTS TODAY SORRY FOR DELAY
 JUNE F JAMES 121TP

RECEIVED AT 107 NORTH OREGON STREET, EL PASO, TEXAS
 ALWAYS OPEN

CLASS OF SERVICE	SYMBOL	Day Message	
		Day Letter	Blue
		Night Message	Nite
		Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION

TELEGRAM

NEWCOMB CARLTON, PRESIDENT
 GEORGE W E ATKINS, VICE-PRESIDENT
 BELVIDERE BROOKS, VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL	Day Message	
		Day Letter	Blue
		Night Message	Nite
		Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

Form 1201

James

...
wire telegram and an
insurance - mailing
contracts - to Messrs call
for them "

from lady
Anna Gamba



Eldon Iowa Sept-22 18-

W. S. Raelumolui Service
El Paso

Dear Sir

I am sorry to have
delayed the contract -
but I was working for
the abstract in the land
which I have not yet
received so am sending
the contract to Messrs
to compare - so kindly
call for them when.

This morning I have

State of Texas

by Edmund J. Davis, Governor,

to

The Inhabitants of the Town of
Ysleta

Do Grant, relinquishing all the right and title in and to said land heretofore held and possessed by said State, one league, twenty one labors and ninety one acres of land situated and described as follows: In El Paso County on the Rio Grande about 18 miles below the Town of El Paso and embracing the town of Ysleta by virtue of the provisions of an Act approved Feb. 1, 1854.

Beginning at a point where the established line of division between the towns of Socorro and Ysleta strikes the said river for the Southern boundary and following said line as follows:

N. $21\frac{1}{2}^{\circ}$ E. 2670 varas; thence N. $70\frac{3}{4}^{\circ}$ 940 varas to a point where strikes 37° E. 3020 varas; thence N. $48\frac{1}{2}^{\circ}$ E. 1450 varas; thence N. the hills bordering on the East bank of the Rio Viejo; thence running northwest along said hills up the Rio Viejo to the Northeast corner of the tract of land known as the Cinecue tract, thence in a Southwesterly direction along the line of said Cinecue Tract to the Rio Grande; thence down the Rio Grande to the place of beginning.

(Seal)

Edmund J. Davis, Governor.

(Seal)

Jacob Kuechler,
Commissioner General Land Office.

PATENT No. 393 Vol _____
Dated May 28, 1873
Filed Aug. 17, 1881
Book 1, Page 184