

130

STANTON, FLOYD W. WARRANT DEED SOUTHWEST FEEDER LATERAL (San Elizario) (211)

0623-0078-00/0-00

12-(10) Texas

2

45

THE STATE OF TEXAS, }

COUNTY OF EL PASO. }

KNOW ALL MEN BY THESE PRESENTS:

That I, Lloyd W. Stanton, a single man,

of the County of El Paso, State of Texas, in consideration of the sum of

Sixty-seven and 0/100 (\$67.00)

DOLLARS,

to me 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, the receipt of which is hereby acknowledged ha. ye Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said The United States of America

of the sum of \$67.00, 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:

Being in sec. 11, township 32 south, range 6 east, New Mexico principal meridian, also included in Survey 29 of the Yaleta Grant, beginning at the southwest corner of said Survey 29, from which the northeast corner of said sec. 11 bears north 25°25' east 2,260 feet; thence north 20°35' west 340 feet along the west line of said Survey 29; thence north 14°47' east 68.5 feet; thence north 51°07' east 45.7 feet to Station 113-76 on the center line of the proposed San Elizario feeder canal of the Rio Grande project of the United States Reclamation Service; thence north 51°07' east 3.3 feet to the southwest corner of Survey 30 of the Yaleta Grant; thence south 89°28' east 28 feet along the south line of said Survey 30; thence south 13°42' east 115 feet; thence to the left along an arc of 1880.08 feet radius 320 feet, measured on 100-foot chords, to a point on the south line of said Survey 29; thence west 32 feet along the south line of said Survey 29 to Station 118-10 on the center line of said proposed San Elizario feeder canal; thence west 63 feet to the place of beginning, containing eight hundred and ninety-six thousandths (0.896) acre; said described land being a part of the land conveyed by I. F. Harrison to A. Pumphrey by deed dated November 27, 1889, recorded in Book 47, page 437, Deed Records of El Paso County, Texas;

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, its,

and assigns forever; and I do hereby bind myself, my heirs, executors and administrators, to Warrant and forever Defend, all and singular, the said premises unto the said

The United States of America, its

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

WITNESS my hand at Laredo, Texas this (2nd) second day of February, A. D. 1920.

Witnesses at Request of Grantor

M C McKinney

Mrs D Craven Jr

LLOYD W. STANTON

THE STATE OF TEXAS, }

COUNTY OF EL PASO Webb }

BEFORE ME, E Denike

a Notary Public

in and for El Paso, County, Texas, on this day personally appeared

Lloyd W Stanton

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 2nd day of February A. D. 1920

E DENIKE

Notary Public in and for Webb Co 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. 1920

THE STATE OF TEXAS, }

COUNTY OF EL PASO. }

I, W D Greet

Clerk of the County Court

of said County do hereby certify that the above instrument of writing, dated on the 2nd day of February, A. D. 1920 with its certificate of authentication, was filed for record in my office this 5th day of February A. D. 1920, at 3:48 o'clock P.M. and duly recorded the 12th day of February A. D. 1920 at 11:00 o'clock A.M. in the records of said County, in Volume 343 on pages 363.

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

W D Greet

Clerk, County Court.

By L W Amador, Deputy.

WARRANTY DEED

Single and Wife's Separate Acknowledgment

Filed for record 1920

at o'clock M.

Clerk, County Court, El Paso County, Tex.

By Deputy.

THE STATE OF TEXAS, )

COUNTY OF EL PASO. }

KNOW ALL MEN BY THESE PRESENTS:

That I, Lloyd W. Stanton, a single man,

of the County of El Paso, State of Texas, in consideration of the sum of Sixty-seven and 0/100 (\$67.00) DOLLARS,

to me 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, the receipt of which is hereby acknowledged ha. 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 El Paso, State of Texas, 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:

Being in sec. 11, township 32 south, range 6 east, New Mexico principal meridian, also included in Survey 29 of the Ysleta Grant, beginning at the southwest corner of said Survey 29, from which the northeast corner of said sec. 11 bears north 25°25' east 2,260 feet; thence north 20°35' west 240 feet along the west line of said Survey 29; thence north 14°47' east 68.5 feet; thence north 51°07' east 45.7 feet to Station 113-76 on the center line of the proposed San Elizario feeder canal of the Rio Grande project of the United States Reclamation Service; thence north 51°07' east 3.3 feet to the southwest corner of Survey 30 of the Ysleta Grant; thence south 69°28' east 28 feet along the south line of said Survey 30; thence south 13°42' east 115 feet; thence to the left along an arc of 1880.08 feet radius 320 feet, measured on 100-foot chords, to a point on the south line of said Survey 29; thence west 32 feet along the south line of said Survey 29 to Station 118-10 on the center line of said proposed San Elizario feeder canal; thence west 63 feet to the place of beginning, containing eight hundred and ninety-six thousandths (0.896) acre; said described land being a part of the land conveyed by I. P. Harrison to A. Pumphrey by deed dated November 27, 1889, recorded in Book 47, page 437, Deed Records of El Paso County, Texas;

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, its

heirs and assigns forever; and I do hereby bind myself, my heirs, executors and administrators, to Warrant and forever Defend, all and singular, the said premises unto the said The United States of America, its

heirs and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof. WITNESS my hand at Laredo, Texas this (2nd) second day of February, A. D. 1920.

Witnesses at Request of Grantor M C McKinney Mrs D Craven Jr

LLOYD W. STANTON

THE STATE OF TEXAS,

COUNTY OF EL PASO

BEFORE ME,

*E. Demike*

*a Notary Public* in and for El Paso, County, Texas, on this day personally appeared *Lloyd W. Stearson*

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. #155

Given under my hand and seal of office this *2nd* day of *February* A. D. 19*20*

*Demike*

*Notary Public in and for Webb Co, 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. 19*20*

THE STATE OF TEXAS,

COUNTY OF EL PASO.

I, *W. A. Street* Clerk of the County Court

of said County do hereby certify that the above instrument of writing, dated on the *2nd* day of *February* A. D. 19*20* with its certificate of authentication, was filed for record in my office this *5th* day of *February* A. D. 19*20*, at *3:48* o'clock *P.* M. and duly recorded the *12th* day of *February* A. D. 19*20* at *11:00* o'clock *A.* M. in the records of said County, in Volume *345* on pages *363*.

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. A. Street*

Clerk, County Court.

By *L. O. Amador*, Deputy.

19608

*Lloyd W. Stearson*  
TO  
*United States of America*

WARRANTY DEED

Single and Wife's Separate Acknowledgment

Filed for record *Feb 5*, 19*22*

at *3:48* o'clock *P.* M.

*W. A. Street*

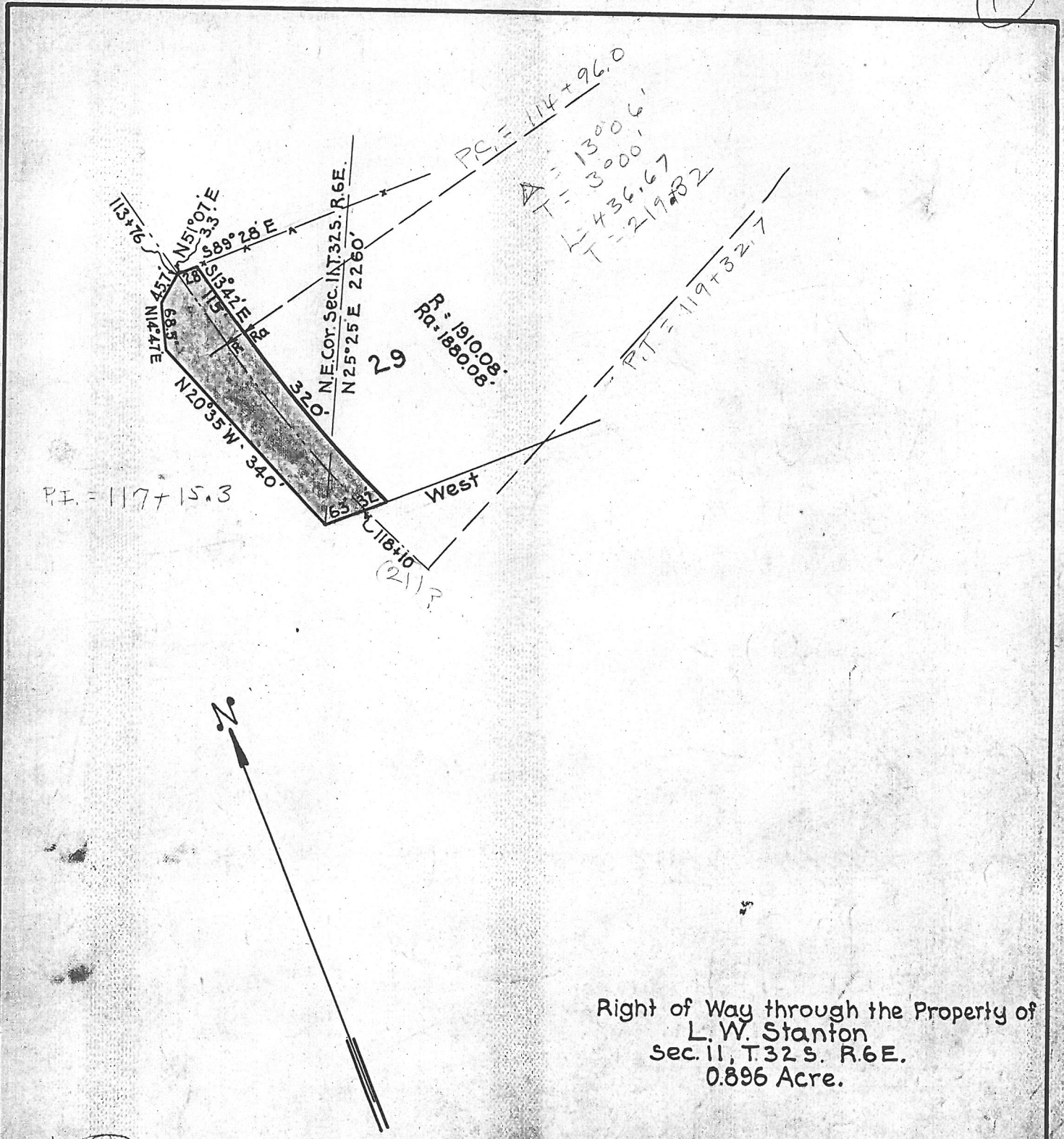
Clerk, County Court, El Paso County, Tex.

By *L. O. Amador* Deputy.

ELLIS BROS. PRINTING CO., EL PASO

*345/363*  
*1/12/20 Webb*

19



P.I. = 117 + 15.3

Right of Way through the Property of  
 L. W. Stanton  
 Sec. 11, T. 32 S. R. 6 E.  
 0.896 Acre.

UNITED STATES RECLAMATION SERVICE  
 RIO GRANDE PROJECT N.M. 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.

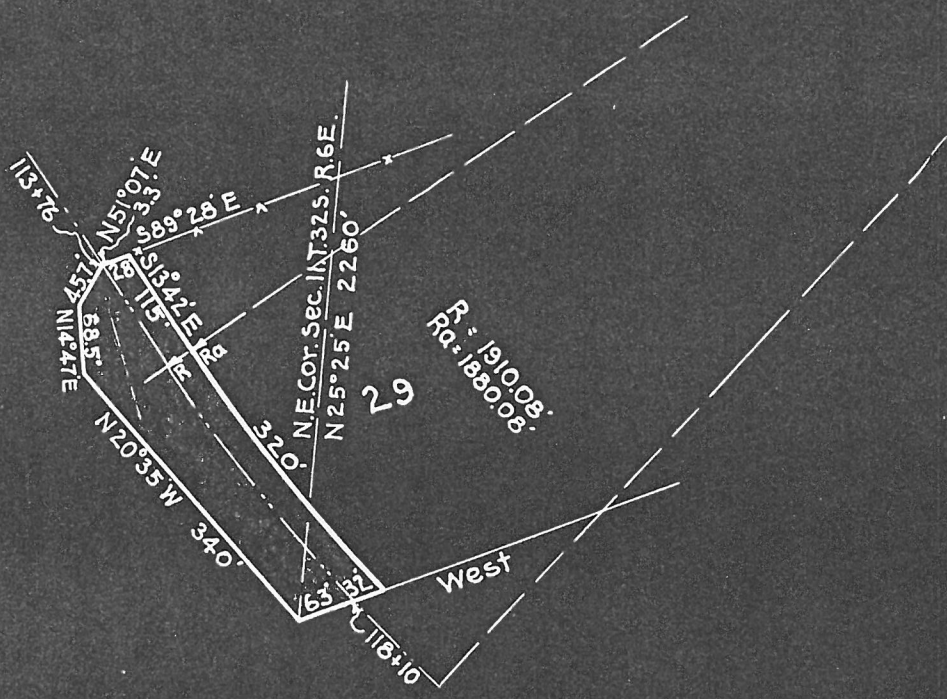
August 1915.

E 769-L-47 52-12 B

W.D. 2/2/20  
 Rec 2/12/20  
 BK 345 Pg 363

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

18

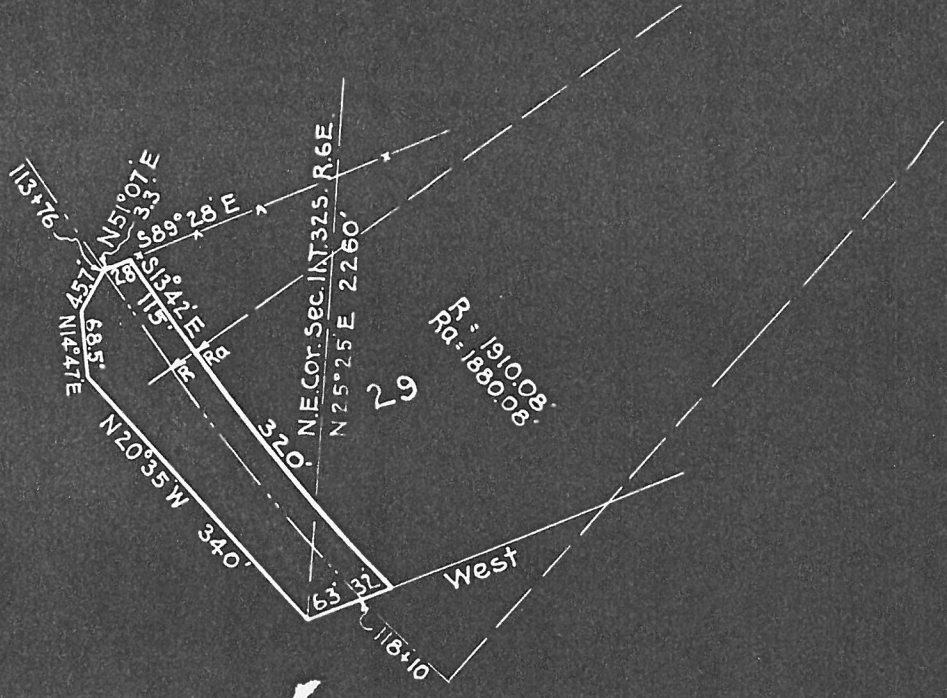


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 Approved

Ysleta, Texas. August 1915.  
 E 769-L-47



Right of Way through the Property of  
 L. W. Stanton  
 Sec. 11, T32 S. R. 6 E.  
 0.896 Acre.

UNITED STATES RECLAMATION SERVICE  
 RIO GRANDE PROJECT N.M.-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'

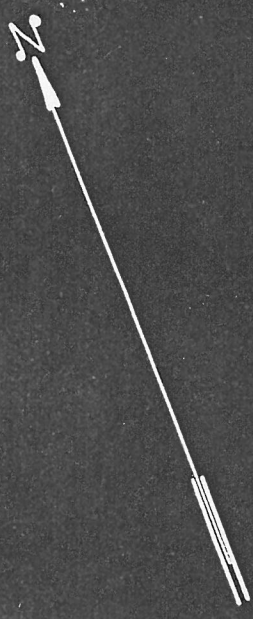
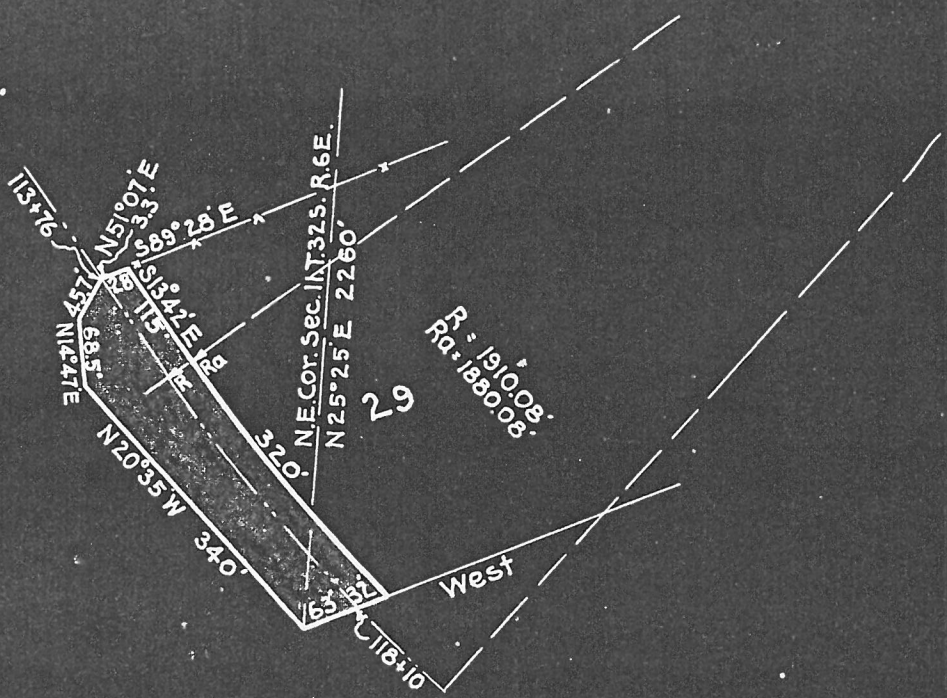
Ysleta, Texas.

August 1915.

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

E769-L-47





Right of Way through the Property of  
 L. W. Stanton  
 Sec. 11, T.32 S. R.6 E.  
 0.896 Acre.

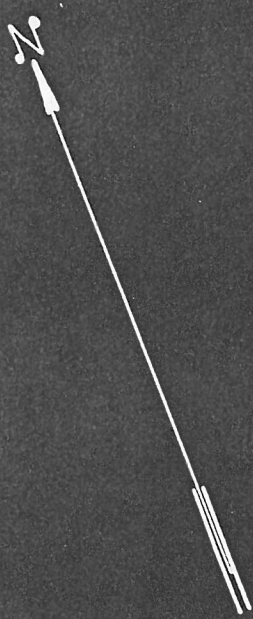
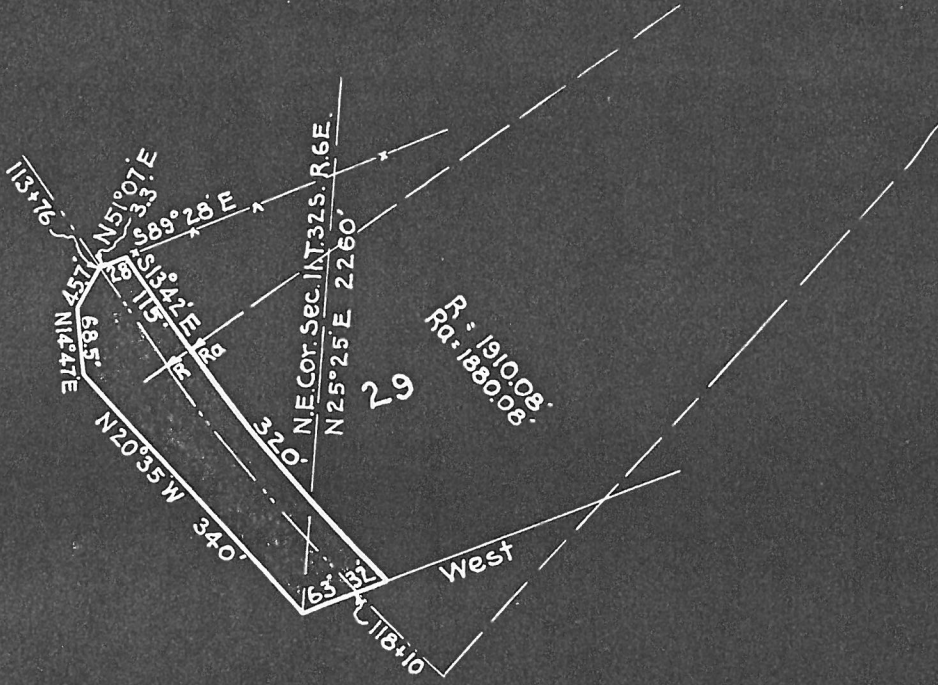
UNITED STATES RECLAMATION SERVICE  
 RIO GRANDE PROJECT N.M. TEX.  
 A.P. Davis, Chief Engr. S.B. Williamson, Chief of Const.  
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**EL PASO VALLEY**  
 Scale: 1" = 200'

Ysleta, Texas. August 1915.

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

E 769-L-47



Right of Way through the Property of  
 L. W. Stanton  
 Sec. 11, T.32 S. R.6 E.  
 0.896 Acre.

UNITED STATES RECLAMATION SERVICE  
 RIO GRANDE PROJECT N.M.-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.

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

E769-L-41

El Paso, Texas,  
July 26, 1920.

Mr. M. W. Stanton,  
Attorney at Law,  
401 Caples Bldg.  
El Paso, Tex.

Dear Sir:

Some time ago you advised us that you would endeavor to have remitted the penalties accruing upon unpaid taxes against the land held by your son Lloyd, which was taken for the San Elizario Feeder right of way. As stated in previous communications, the unsettled taxes are the only matters at present holding up payment for this right of way. If you can possibly find time to attend to this matter we would greatly appreciate the favor, and would be glad to cooperate with you if we can be of assistance.

Very truly yours,

P W DENT

District Counsel.

El Paso, Texas, March 3, 1920.

Mr. L. W. Stanton,  
Care Denike & McKinney,  
Laredo, Texas.

Dear Sir:

We have your letter of February 13, and have secured a statement of taxes to date which, with penalties, amounts to \$73.78, or more than the amount to be paid you for the right of way, which latter amount is \$67. Your father has advised us that he will take up the matter of having the penalties remitted, which can be done due to your having been in the military service, and we trust this may be accomplished without delay. It will be necessary for you to submit certain affidavits making proper showing as to your service, and anything you can do to facilitate this procedure will hasten settlement by the Reclamation Service. We do not like to bother your father too much with this transaction, so are writing you in order that you may take what steps you can either with your father or with the tax collector's office direct, with a view to accomplishing the desired result. This you will probably wish to do as soon as possible, regardless of the fact that the Reclamation Service is interested.

Very truly yours,

P W DENT

District Counsel.

E. DENIKE

C. S. MCKINNEY

OFFICES

NEW ORLEANS, 207 QUEEN & CRESCENT BLDG.  
MEXICO CITY, APARTADO (P. O. BOX) 434  
N. LAREDO, MEXICO, APARTADO (P. O. BOX) 22  
VERACRUZ, MEX., WELLS FARGO & CO.

CABLE ADDRESS "CARMACK"  
CODE WESTERN UNION

**DENIKE & MCKINNEY**  
CUSTOMS BROKERS AND FORWARDING AGENTS

P. O. BOXES 458-367  
2006 HIDALGO ST.

REPRESENTING  
QUICK DISPATCH TRAINS  
LAREDO TO MEXICO

STORAGE WAREHOUSES

LAREDO, TEXAS,

February 13, 1920.

PLEASE REFER TO FILE NO.

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

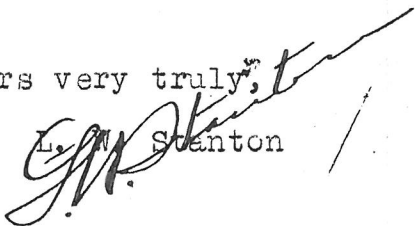
Dear Sir:

I have to acknowledge your favor of the  
5th Inst. with reference to deed giving a right of  
way across land of Survey No. 29., Ysleta Grant.

Please make settlement for taxes as set-  
forth in your letter if same does not exceed \$67.00  
or the consideration mentioned in deed, and send me  
receipts for any taxes paid.

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

Yours very truly,

  
L. M. Stanton

1  
**Abstract of Title No. 18111** 1

---

To 0.896 acres out of Survey 29 of the Valley lands, Ysleta Grant, El Paso County, Texas.

Beginning March 31, 1916, the date of certificate to Abstract #20089 prepared by the El Paso Title Company to which this is a supplement bringing same down to date.

Prepared by

**Pioneer Abstract and Guarantee Title Co.**

---

For U.S. Reclamation Service

February 9, 1920

8 o'clock

A.M.

Books:



It is agreed by the person accepting this abstract that it shall not be copied from any one for any purpose and the price thereon fixed in this agreement in view. Any infringement will be prosecuted.

Trans.	Page	GRANTOR	GRANTEE	Inst.	Bk.	Page
1	1	Cappion				
2	2	Index				
3	3	Stanton	U.S.A.	WD	#19608	
4	5	U.S.Regulations	Water R.	Copy	291	21
5	7	BCom	U.S.A.	QCD	327	376
6	9	Statement				
7	10	State and County Tax Certificate				
8	11	Abstracter's Certificate				

19608.

Lloyd W. Stanton      WARRANTY DEED      3  
a single man      Dated Feb.2,1920  
- to-      Filed Feb.5,1920  
The United States      Book      P.  
of America      Consid: \$67.00 paid

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Do grant, sell, and convey 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 towit: Being in sec. 11 township 32, south range 6 east, New Mexico principal meridian, also included in survey 29 of the Ysleta Grant, beginning at the southwest corner of said survey 29, from which the northeast corner of said sec. 11 bears north 25° 25' east 2,260 feet, thence north 2° 35' west 340 feet along the west line of said survey 29, thence north 14° 47' east 68.5 feet, thence north 51° 07' east 45.7 feet to station 113,76 on the center line of the proposed San Elizario feeder canal of the Rio Grande project of the United States Reclamation Service thence north 51° 07' east 3.3 feet to the southwest corner of survey 30 of the Ysleta Grant, thence south 89° 28' east 28 feet along the south line of said survey 30, thence south 13° 42' east 115 feet, ~~thence south 13° 42' east 115 feet~~ thence to the left along the ~~arc of 1880.08 feet radius~~ the arc of 1880.08 feet radius 320 feet, measured on 100 foot chords to a point on the south line of said survey 29 thence west 32 feet along the south line of said survey 29 to Station 118,10 on the center line of said proposed San Elizario feeder canal, thence west 63 feet to the place of beginning containing .896 acre, said described land being a part of the land conveyed by I.F. Harrison to A. Pumphrey by deed dated Nov. 27, 1889 recorded in book 47 page 437 Deed Records of El Paso County, Texas.

Lloyd W. Stanton  
Witnesses: M, C. McKinney  
Mrs. D. Craven Jr.

---

THE STATE OF TEXAS ( )  
COUNTY OF WEBB ) Before me E. Denike,  
a Notary Public in and for Webb County,  
Texas, on this day personally appeared  
Lloyd W. Stanton, known to me to be the per



that he executed the same for the purposes and consideration therein expressed

Given under my hand and seal of office this 2nd day of February A.D.1920.

E. Denike, Notary Public

in and for Webb Co., Texas.

(Notl. Seal)

---

U.S. Regulations to issue water rights } Certified Copy  
 } Dated Dec. 24, 1915,  
 } Filed Mar. 20, 1916.  
 } Book 291, page 21

-----  
 Pursuant to the provisions of the Act of Congress approved Aug. 24, 1912, (37 Stat. L 497) I hereby certify that the annexed papers constitute full, true and literal exemplifications of regulations relative to issuance of final water rights Certificate under the act of June 17, 1902, (32 Stat. 388) and acts amendatory and supplementary thereto.

In witness whereof I have hereunto set my hand and caused the seal of the United States Reclamation Service to be fixed on the day and year first above written.

(Seal of the Department of Interior)  
 Will R. King  
 Acting Director.

-----  
 DEPARTMENT OF THE INTERIOR

Washington, July 2, 1913,

Regulations relative to issuance of final water rights Certificates under the act of June 17, 1912, (32 Stat. 388) and Acts amendatory thereto and supplementary thereto.

-----  
 1: In all cases of application for final water right Certificates for lands in Private ownership and in cases of homestead entries made prior to the Reclamation act the applicant shall make affidavit corroborated by 2 credible witnesses to the effect that he is the owner in fee simple of the lands for which water right application has been made and for which certificate is asked or has made and accepted final proof in case of such homestead entry and that in either case he has complied with the provisions of the respective statutes under which application for water right certificate is made

2: The project manager upon the filing of such affidavit shall investigate the case and if in his opinion all statutory requirements have been complied with

6760  
Board of Commissioners | QUIT CLAIM DEED  
-to- 5 | Date Nov. 16, 1918  
United States of | Filed Nov. 19, 1918  
America | Book 327, page 376

-----  
Whereas, The United States of America is engaged in the construction of a certain irrigation system known as the Rio Grande Project for the irrigation of arid lands, among others certain of such lands situated in the County of El Paso, State of Texas, in pursuance of the Act of Congress of June 17, 1902 (32 Stat. 388) and acts of congress amendatory thereof and supplemental thereto known as the Reclamation law.

Whereas, It will require for this purpose numerous strips and parcels of land situated in the said County of El Paso title to which passed by sundry land grants when said County was under the jurisdiction of the Republic of Mexico.

Whereas, the original deeds or allotments to the individual settlers within the limits of said grants have in many cases been lost or destroyed and have not been recorded so that it cannot now be definitely known whether such individual deeds or allotments were ever made by competent authority or by the corporation representing the various towns or settlements.

Whereas, the powers vested by law in the various towns or corporations representing the several land grants in trust for the inhabitants have been vested in the Board of County Commissioners.

Whereas, it would be of great benefit to the settlers in the several grants through which said reclamation works are to be constructed to have said system constructed and put into operation.

Now therefore, for and in consideration of the premises, and acting herein in pursuance of a resolution duly considered and passed by said body, does hereby remise, release and forever quit claim all the right, title and interest of the said County of El Paso, in or to any strip, piece or parcel of land lying and being situate within the said County which the United States is now occupying

Trans.  
1  
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3  
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8

shall issue final water right Certificate as provided by the Regulation Approved Feb. 6, 1913, as amended Mch. 21, 1913,

3: Where application is made for final water right certificate for lands in private ownership or for homestead entries made prior to the Reclamation Act on partial payment of the Building charge pursuant to and under the act of Aug. 9, 1912, (32 Stat, 265) The applicant shall in addition to the filing of said affidavit furnish abstract of title of lands for which water right certificate is asked, which abstract of title shall subsequently be extended to show recording of any instrument necessary to show good title in the applicant and to show the final water right certificate when issued and recorded. The applicant shall also deposit with the project manager the fees required for recording said final water rights certificates and upon issuance of the final water right certificate extending the abstract of title to cover the same the project manager shall cause the same to be duly filed for record in the real estate records of the county where the land is located and the abstract extended to cover the same.

4: Whereas it appears in the abstract of title so filed that any lien or liens or encumbrances of any kind whatsoever exists on the land, final water rights certificate shall not issue until the applicant for such final water rights certificate has procured from the holder all of such liens and encumbrances, a consent duly executed and acknowledged and has the same recorded, such consent shall be the effect that the encumbrance so held shall be subsequent and inferior to the lien to the United States as provided for and in the final water right certificate for which water right application is made and the abstract shall be extended to cover all such consents so filed.

Secretary

(Seal)

July 2, 1913.  
Franklin K. Lane  
Approved A.R.N.

-----

nd using, or which it may hereafter occupy  
 nd use, for any canal, ditch, laternal,  
 rain or any other work constructed or to  
 be used in the construction or operation  
 of said irrigation system in the said  
 County of El Paso, except such parts ther  
 of as may now be used for public purposes  
 as fully and completely as it can or may  
 do in pursuance of the authority afore-  
 said, reserving however, the right of any  
 settler upon said land to demand and have  
 a deed from the court by reason of such  
 settlement or compliance with the law in  
 that respect; provided, that if it be  
 shown that the occupant of any such land  
 strip or parcel of land has occupoed and  
 used the same under claim of ownership  
 during the statutory period of limitation  
 and that the United States has purchased  
 said interest, the title shall thereupon  
 vest in the United States so far as the  
 Board of Commissioners can convey the  
 same.

Trans.

1123456789

(Seal)

Board of Commissioner of  
 El Paso County, Texas.  
 By E. B. McClintock, County Judg

-----  
 STATE OF TEXAS | BEFORE ME. E.T. Foley,  
 COUNTY OF EL PASO | a Notary Public with-  
 in and for said state and county, on this  
 day personally appeared E. B. Clintock,  
 County Judge of the County of El Paso,  
 Texas, and known to me to be the person w  
 whose name is subscribed to the foregoing  
 instrument as such County Judge, and he  
 acknowledged to me that he signed the nam  
 of the Board of Commissioners of said  
 County to said instrument by the authorit  
 and for the purposes and consideration  
 therein stated; and that the said Board  
 of Commissioners, through him as its  
 agent, thereunto duly authorized, executed  
 said instrument for the purposes and con-  
 sideration therein expressed. Given unde  
 my hand and seal of office this 18th day  
 of November 1918.

(Notl Seal) F.T. Foley, Notary Public  
 in and for El Paso, County, Texas.  
 My commission expires June 1st, 1919.

-----

-----  
 Recently there were filed for record in the County Clerk's office of this county three installments purporting to convey lands along the Rio Grande River, the description however is so vague that it is impossible to locate the lands conveyed. These deeds are:

Spanish Grant, to Fray Joachin de Ynojosa recorded Bk. 287, p. 299, dated May 19, 1692 and filed Oct. 10, 1917.

Juan Jose Ballie et al. to Ignacio Ballie the grantors herein claiming to be the heirs at law of Fray Joachin de Ynojosa conveying 205,000 acres dated Jan. 19, 1911, filed Oct. 8, 1917 recorded Bk. 313, p. 347.

Ignacio Ballie to Elizabeth C. Hendrix conveying the same property conveyed to grantor, dated Jan. 29, 1915, filed Mch. 25, 1915, recorded Bk. 255, p. 210.

Bk. 316, p. 362 Certified copy of measurements of above mentioned grant made by order of Vice Roy Governor and Captain General of New Spain Nov. 18, 1796 using a cord 50 vrs. long beginning on west bank of Rio del Norte 22 cordelades N. of church of Cinecua from this point 100 cordelades west from this point 2000 cordelades in direction of S.E. in a straight line to W. bank of Rio del Norte, thence cross the East bank of and commencing to measure at point directly opposite the last mentioned point and measure 100 cordelades to the east, thence in a northwesterly direction 2000 cordelades parallel with margin of the river, thence W. in a straight line to East bank of river opposite point of beginning to contain 20 leagues on the west side of said river and 20 leagues on the east side of said river. Filed Dec. 24, 1917

This is to certify that there are no taxes due the State of Texas or the County of El Paso upon the following described real estate, to-wit:

0.896 acres out of Survey 29 of the Valley Lands, Ysleta Grant, El Paso County, Texas. Now owned by Lloyd W. Stanton.

is the District and County Courts of said County, and in the United States Courts for the Western District of Texas, sitting at El Paso, in far as they are disclosed by the files and records of said courts, affecting the title to the real estate described in the caption hereof or creating or releasing liens thereon together with certificates of the county and city collectors of taxes as to taxes due on said real estate, (but we will not be responsible for errors, if any, in said tax collector's certificates.)

For scope of search see Caption.

**GUARANTEED**

Except the following, to-wit:

For the year	1914	8 1/2 acres	\$	4.32
For the year	1915	-	\$	8.81
For the year	1917	17 ✓	\$	15.72
For the year	1918	17 ✓	\$	12.14
For the year	1919	17 ✓	\$	13.53
For the year			\$	
For the year			\$	

Costs, Interest and Penalty to add

Witness my hand and official seal at El Paso, Texas, this 7 day of July, 1920

R. D. Richey  
Collector of Taxes of the County of El Paso, Texas.

By: [Signature] Deputy

El Paso, Texas, February 5, 1920.

Mr. L. W. Stanton,  
Care Denike & McKinney,  
Laredo, Texas.

Dear Sir:

Receipt is acknowledged of your letter of the 2nd, together with the warranty deed, duly executed, for which we thank you.

We are to-day sending the deed for record and are ordering the abstract of title brought down to date to include this deed and otherwise show present condition of your title. When these matters are accomplished, we shall be in a position to voucher the account, which is in line with our regulations, and which we trust will not be long in the accomplishment.

The tax statement in the abstract shows two items, \$4.79 for 1914 and \$8 for 1915, still unpaid. Shall we pay these and any other taxes which the statement to date may show as due the county? This part of the record, as also the other features of the title, must be clear, before we can make final settlement.

Very truly yours,

P W DENT

District Counsel.



El Paso, Texas, February 5, 1920.

County Clerk for El Paso County,

El Paso, Texas.

Dear Sir:

Transmitted herewith for official record is warranty deed dated February 2, 1920, running from Lloyd W. Stanton to the United States.

Very truly yours,

F W DENT

District Counsel.

incl.

El Paso, Texas, February 5, 1920.

Pioneer Abstract and Guarantoe Title CCompany,

El Paso, Texas.

Gentlemen :

Transmitted herewith, to be brought down to date,  
is El Paso Title Company Abstract No. 20089. Please  
include a deed dated February 2, 1920, running from Lloyd  
W. Stanton to the United States, which is to-day being  
sent for record, and any other items affecting this title,  
and also have tax statement made to date.

Very truly yours,

P W DENT

District Counsel.

incl.

E. DENIKE

C. S. MCKINNEY

OFFICES

NEW ORLEANS, 207 QUEEN & CRESCENT BLDG.  
MEXICO CITY, APARTADO (P. O. BOX) 434  
N. LAREDO, MEXICO, APARTADO (P. O. BOX) 22  
VERACRUZ, MEX., WELLS FARGO & CO.

CABLE ADDRESS "CARMACK"  
CODE WESTERN UNION

**DENIKE & MCKINNEY**  
CUSTOMS BROKERS AND FORWARDING AGENTS

P. O. BOXES 458-367  
2006 HIDALGO ST.

REPRESENTING  
QUICK DISPATCH TRAINS  
LAREDO TO MEXICO  
—  
STORAGE WAREHOUSES

LAREDO, TEXAS, February 2, 1920.

PLEASE REFER TO FILE NO.

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

Dear Sir:

As directed by Mr. M. W. Stanton, I have  
executed the enclosed warranty deed, giving a right  
of way across land of Survey No. 29., Ysleta Grant.

Please send me voucher for \$67.00., which  
is the consideration mentioned in deed.

Thanking you, I am,

Yours very truly

  
M. W. Stanton

P. O. Box 458.,  
Laredo, Texas.

El Paso, Texas,  
July 29, 1919.

M. W. Stanton, Esq.,  
401 Caples Bldg.,  
El Paso, Texas.

Dear Sir:-

With reference to correspondence had with you last Spring in regard to having your son, Lloyd W. Stanton, execute a warranty deed in order that a land purchase might be completed, we are as yet without any action upon this matter.

We understood that your son was going to be in El Paso, and that as soon as he came over here, we would be put in possession of the executed deed.

We trust that the matter has not been overlooked, and think it best to again remind your son by mail if he is not already in El Paso.

Very truly yours,

C. F. Harvey,

Asst. District Counsel.

CH

El Paso, Texas, April 16, 1919.

M. W. Stanton, Esq.,  
401 Caples Building,  
El Paso, Texas.

Dear Sir:

There is inclosed a deed to be executed by your son, Lloyd W. Stanton, who, we understand is now in Laredo, Texas. This covers 0.896 acre of land to be acquired by the Reclamation Service for the San Elizario feeder canal, this land being subject to a contract with Lloyd Stanton dated August 27, 1915.

Anything you can do to hasten execution of this instrument will be greatly appreciated.

Very truly yours,

C P HARVEY

Assistant District Counsel.

incl.

El Paso, Texas, December 19, 1916.

Mr. Lloyd W. Stanton,  
c/o M. W. Stanton, Esq.,  
401 Caples Building,  
El Paso, Texas.

Dear Sir:

With office letter of June 20, 1916, there was transmitted to you for execution warranty deed to the United States in connection with the proposed purchase from you of 0.896 of an acre of land for right of way for the San Elizaric Feeder Canal. Letter also called attention to the fact that taxes were unpaid on the land in question for the years 1914 and 1915. Taxes are now a lien on this land for the year 1916.

If you will remove the above mentioned tax liens and return executed deed, payment of the purchase price amounting to \$67.00, can be made at an early date.

Very truly yours,

P. W. Dent H

District Counsel

El Paso, Texas, June 20, 1916.

Mr. Lloyd W. Stanton,  
C/o M. W. Stanton, Esq.,  
401 Caples Bldg.,  
El Paso, Texas.

Dear Sir:

There is enclosed herewith for execution in pursuance of contract of August 27, 1915, deed providing for the conveyance of 0.896 of an acre of land situate in the Ysleta Town Grant to the United States.

The abstract shows that taxes for the years 1914 and 1915 amounting to a total of \$12.79 remained unpaid on February 19, 1916. It will be necessary, of course, that these taxes be paid before the purchase money can be paid, so please give the payment of said taxes your prompt attention so that there will be the minimum of delay in paying the consideration after you return the deed properly signed and acknowledged.

Very truly yours,

John J. Buck,

Asst. District Counsel.

Enc.

DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

TRAMWAY BUILDING  
DENVER, COLORADO

JUN 20 1916

June 17, 1916.

OFFICE OF CHIEF COUNSEL  
DENVER DIVISION

From Edwin H. Peery, District Counsel in charge of Titles,

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

Subject: Opinion on title to land to be purchased from  
Lloyd W. Stanton, for canal purposes, Rio Grande  
Project.

1. I have considered the opinion of Assistant District Counsel John J. Buck of May 17, 1916, together with the abstract and other papers transmitted therewith, relative to the title of Lloyd W. Stanton to a parcel of land containing .896 acres situated in the SE $\frac{1}{4}$  NE $\frac{1}{4}$ , section 11, T. 32 S., R. 6 E., N.M.P.M., in El Paso County, Texas, and within the limits of the Ysleta Town Grant and also State survey No. 29. The United States is about to purchase this property for the San Elizario ~~canal~~ feeder canal in pursuance of an agreement of August 27, 1915, by said Stanton to convey the same for a consideration of \$67.00.

2. The opinion finds good title in the proponent on the date when the abstract closed, subject to taxes for the years 1914 and 1915, and also to taxes for the year 1916, which the opinion recommends be paid by the United States, if a lien, owing to its occupancy of the premises to be conveyed.

3. On consideration of the abstract and other papers, including the opinion, I concur as to the state of the title, and find that on March 3, 1916, date when the abstract closed, good title



to the premises embraced in the agreement was vested in Lloyd W. Stanton, unencumbered except for taxes for the years 1914 and 1915 (Abstract pp. 78), which should be paid or provided for before the transaction is closed. As held in previous opinions, the taxes for the year 1916 have not become a lien as against the United States, not having been fixed by levy.

3. A number of minor defects are shown by the abstract which appear to have been satisfactorily disposed of, and do not call for special mention. There seems, however, to be a tendency to unduly burden the abstract with verbatim copies of instruments or proceedings not of sufficient importance to be set forth in full. A good abstractor will find a proper medium between a bare reference to instruments by date and place of record and a setting them out in full.

4. In this case pages 19 to 28 are taken up with minute details of a judgment which was finally satisfied. Many good abstractors do not note judgments which have been satisfied, unless there is some question as to the validity of the satisfaction, and this is a good practice. Pages 42 to 57 are occupied with proceedings in a suit to correct the acknowledgement of a deed, in which the testimony or a large portion of it was copied. Here it was only necessary to set forth facts showing the parties and subject matter of the suit, and the service of the defendants. All else is unimportant until the judgment is reached. It is suggested that in future abstracts attention be given to this matter with a view to curtailing the size of abstracts.

5. The description in the deed sufficiently connects the property with that shown by the abstract to belong to the vendor, and also with the land described in the agreement. The recital that it was the same as that described in the agreement might therefore have been omitted, but the deed need not be redrawn for this purpose. The recital need only be employed when the description varies so from that contained in the agreement as to leave it a matter of doubt whether the same property ~~was~~ is intended.

6. After taxes for the years 1914 and 1915 have been paid or provided for, the agreement of sale may be carried out by accepting a deed from the vendor, duly executed upon the form transmitted with the papers, and by placing the same of record, and extending the abstract to include such record, provided nothing has occurred since the date when the abstract closed adversely affecting the title of the vendor.

7. When title has vested in the United States free of incumbrances, the consideration may be paid in the usual manner, the fiscal agent transmitting with his voucher the papers required by the Reclamation Manual.

-----

*E. H. Peery.*

Encls:

1. Opinion of Dist. Counsel;
2. Agreement of sale;
3. Possessory certificate,
4. Form of deed,
5. Abstract 20,089, of the El Paso 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 Lloyd W. Stanton in Section 11, Township 32 South, Range 6 East, N. M. P. M., El Paso County, Texas, for the Rio Grande project, pursuant to contract dated August 27, 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.

  
Asst. Dist. Counsel, U.S.R.S.

El Paso, Texas, May 17, 1916.

DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

OFFICE OF  
DISTRICT COUNSEL

El Paso, Texas, May 17, 1916.

MAY 18 1916

From Asst. District Counsel

To District Counsel in Charge of Titles, E. H. Peery, Los Angeles.

Subject: Opinion and title papers, land purchase from Lloyd W. Stanton under contract of August 27, 1915, Rio Grande project.

1. I have examined the abstract of title and related papers in connection with the acquisition by the United States from Lloyd W. Stanton of a strip of land embracing 0.896 of an acre situate in Sec. 11, T. 32 S., R. 6 E., N. M. P. M., El Paso County, Texas, needed as right of way for the San Elizario Feeder, Rio Grande project.

2. The said strip of land is a part of Survey 29 of the Ysleta Town Grant, which grant was made by the State of Chihuahua, Mexico, to the inhabitants of the town of Ysleta on December 1, 1825.

3. On May 28, 1873, patent 393 was issued by the State of Texas to the inhabitants of the town of Ysleta for the land within the Ysleta Town Grant in pursuance of the act of the state legislature approved February 1, 1854 (p. 3).

4. By deed dated August 9, 1873, the town of Ysleta conveyed the land within Survey 29 to Florentino Chaves (p. 5) who, with his wife, on March 20, 1876, conveyed the same land by warranty deed to Louis Rosenbaum (p. 7). It appears from page 6 of the ab-

stract that the same tract of land was conveyed by warranty deed to the said Rosenbaum on February 25, 1876, by Jose Apodaca and wife. How Apodaca acquired said land does not appear from the abstract. In any event, Rosenbaum would be the owner of the title.

5. Under date of June 5, 1886, tax sale deed was issued by the tax collector of El Paso county to I. G. Gaal for the land within Survey 29 because of nonpayment of taxes for the year 1885 by the owner(pp. 8, 9).

6. By warranty deed dated May 26, 1887, Ynez Chaves, presumably the wife of Florentino Chaves, the original grantee from the town of Ysleta of Survey 29, conveyed said survey to I. G. Gaal (p. 10). Nothing passed by this deed, as her husband, the owner of Survey 29, joined by Ynez Chaves, his wife, had conveyed the said land by warranty deed on March 20, 1876, over 11 years before, to Louis Rosenbaum.

7. On June 1, 1887, the said I. G. Gaal instituted proceedings in the District Court of El Paso county, Texas, for the possession of the land within Survey 29 (p. 11). Judgment was rendered in favor of Louis Rosenbaum and his title in the land within Survey 29 quieted. Gaal served notice of appeal to the Supreme Court of the state, but apparently the matter has been dropped (p. 14).

8. By warranty deed dated June 19, 1888, the said Louis Rosenbaum conveyed the land within Survey 29 to Isaac F. Harrison

(p. 15), who, under date of March 8, 1889, gave a deed of trust on the land within Survey 29 to C. N. Buckler, trustee for J. A. Buckler, to secure a promissory note for \$250.00 dated March 7, 1889, due in 90 days with 12% interest, executed by the said Harrison with J. A. Buckler as surety, the said deed of trust containing a provision for the sale of Survey 29 in case of default (p. 16).

9. By warranty deed dated November 27, 1889, the said Isaac F. Harrison as I. F. Harrison conveyed to A. Pumphrey the land within Survey 29 (p. 17).

10. On April 1, 1890, deed was issued by C. N. Buckler, trustee, to J. A. Buckler for the land within Survey 29 in pursuance of sale made following default by Harrison on the note, to secure which deed of trust was given by Harrison to C. N. Buckler, trustee, on March 8, 1889 (p. 18).

11. Two judgments were rendered on October 5, 1888, and June 5, 1889, in the District and County Courts of El Paso county against J. A. Buckler et al., both of which were satisfied (pp. 19, 20 and 21).

12. On page 22 is abstracted a judgment dated February 11, 1888, in the District Court of El Paso county against J. A. Buckler et al. for the sum of \$6,600.00 with interest. Payments were made thereon and the judgment balance assigned to H. S. Kaufman who assigned the same to W. M. Peticolas who assigned to Frank

Wells Brown (pp. 25, 26, 27), who released said judgment as to any lien he had against the property of J. A. Buckler (p. 28).

13. The judgment dated June 27, 1890, rendered in the County Court of El Paso county against I. F. Harrison and J. B. Tyus does not affect Survey<sup>29</sup> since Harrison had already (November 27, 1889) conveyed Survey 29 to A. Pumphrey (pp. 29, 17).

14. On pages 30 to 33 are abstracted certain proceedings in connection with the death and probate of the will of A. Pumphrey, deceased. From an inventory of the estate it appears that the deceased held land within Survey 29 of the Ysleta Town Grant subject to a contract with M. W. Stanton whereby the said Stanton was to receive for legal services as a fee, 1/2 of all the property recovered in a suit.

15. On pages 35 and 36 is abstracted the agreement dated June 26, 1905, between the Secretary of the Interior and the El Paso Valley and Elephant Butte Water Users' Associations which was discussed in previous opinions.

16. By warranty deed dated October 21, 1905, J. A. Buckler conveyed Survey 29 to Felix Martinez (p. 37). On page 38 is abstracted a judgment rendered against Felix Martinez et al. which was satisfied and released (pp. 39, 40).

17. On page 41 is abstracted stock subscription contract with the El Paso Valley Water Users' Association for the land within Survey 29, executed by M. W. Stanton and Ellen Pumphrey,

independent executrix of the estate of A. Pumphrey, deceased.

18. On pages 42 to 57 are abstracted certain proceedings brought by Ellen Pumphrey in the District Court of El Paso county against the heirs of I. F. Harrison, the grantor to her husband of the land within Survey 29, for the possession of said land. By decree of the court (p. 56) she was awarded possession and on February 26, 1909, she quitclaimed Survey 29 to Felix Martinez (p. 58).

19. By warranty deed dated March 4, 1909, the said Felix Martinez conveyed an undivided 1/2 of Survey 29 to Richard F. Burgess, and to S. C. Awbrey and R. C. Semple an undivided 1/4 of said survey each, retaining a vendor's lien for \$778.00 (p. 59) which was released on November 14, 1912 (pp. 65, 66).

20. Under date of March 9, 1909, M. W. Stanton quitclaimed to Felix Martinez his interest in Survey 29. This was done probably for the purpose of waiving all interest created by the contract abstracted at page 33.

21. On page 61 is abstracted an affidavit by Mrs. Ellen Humphrey which states that she has been a widow since October 22, 1904.

22. On pages 62 and 63, also on 64 is abstracted complaint in cause #70 in Equity, brought by the El Paso Valley Water Users' Association against W. H. Austin et al. This was also gone into in previous opinions.



23. By warranty deed dated November 30, 1912, the said Richard F. Burgess conveyed his undivided 1/2 interest in Survey 29 to Chas. N. Bassett (p. 67). The said R. C. Semple conveyed to S. C. Awbrey by special warranty deed on July 10, 1913, his undivided 1/4 interest in Survey 29 (p. 68), and the said S. C. Awbrey, already having an undivided 1/4 interest in Survey 29, conveyed his undivided 1/2 interest in said survey on August 26, 1913, by warranty deed to C. N. Bassett who is the same Chas. N. Bassett to whom Burgess conveyed on November 30, 1912 (p. 69).

24. By warranty deed dated June 29, 1915, the said Chas. N. Bassett conveyed the land within Survey 29 to Lloyd W. Stanton, the Government vendor (p. 70), who, under date of August 27, 1915, contracted to sell and convey to the United States a strip of land amounting to 0.896 of an acre needed as right of way for the San Elizario Feeder (pp. 71, 72, 73).

25. On pages 74 to 77 is abstracted the validating act of the state of Texas approved June 3, 1915, which renders valid all sales and conveyances of land made by towns and villages in Texas created by Spanish and Mexican authorities.

26. Taxes for 1914 and 1915 remained unpaid on February 19, 1916. Subject to the payment of these taxes I am of the opinion that good title was vested in the proponent on March 31, 1916, the date the abstract closed, and that when these taxes have been paid and the deed enclosed executed, good title will vest in the United

States, provided no other liens or incumbrances appear of record affecting the land between the date the abstract closed and the date of deed to the United States. The interpretation of the state statutes is that lien for taxes <sup>for 1916</sup> would begin to run on May 1, 1916 (Art. 7528, 7547, Rev. Civ. Stat., 1911), but as the land has been occupied by the United States since before 1916, it is not believed that the proponent should be required to pay such taxes on the 0.896 ~~acre~~ strip.



5 Enclosures:

- Copy of this letter;
- Abstract of title;
- Proposed form of deed;
- Possessory certificate;
- Original agreement to sell dated August 27, 1915.

El Paso, Texas, December 2, 1915.

Mr. Lloyd W. Stanton,  
c/o Stanton & Weeks,  
401 Caples Building,  
El Paso, Texas.

Dear Sir:

You are respectfully advised that agreement with you dated August 27, 1915, in connection with the proposed transfer to the United States of certain land for right of way for the San Elizario Feeder Canal, Rio Grande Project, was approved by W. A. Ryan, Comptroller, U. S. Reclamation Service, under date of November 24, 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,

P. W. Dent H

District Counsel

El Paso, Texas, December 3, 1915.

The County Recorder,  
El Paso, Texas.

Dear Sir:

There are transmitted herewith for recording and return to this office the following mentioned agreements to sell in connection with the proposed purchase by the United States of land for right of way for the San Eliscario Feeder Canal. An extra blue print on thin paper accompanies each agreement for your use:

F. G. Sandoval and wife	August 27, 1915
C. H. Bassett and wife	" 26, "
C. M. Newman and wife	October 20, "
← Lloyd V. Stanton	August 27, "
C. E. Waterhouse and wife	" 26, "

Very truly yours,

F. V. Dent II  
District Counsel.

I hereby certify that the land and property described in attached agreement dated August 27, 1915, with Lloyd W. Stanton 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 1 1915 1915.

*90 Houston & Weeks  
401 Caples Bldg*

DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

El Paso, Texas, October 1, 1915.  
Ch. of Construction.

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

Subject: Forwarding contract for approval.

The contract described below is forwarded herewith for approval:

Date August 27, 1915, Rio Grande project

Executed by R. F. Walter, Proj. Mgr.

With Lloyd W. Stanton

Accompanied by bond and one copy. ~~insert~~ [insert for "No bond."]

Purpose: Right of way for San Elizario Feeder

U. S. Reclamation Service  
RECEIVED  
DEC 2 1915  
EL PASO, TEXAS.

Advise Project Manager 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, \$67.00 Authority No. \_\_\_\_\_

Orig. contract for Auditor R. F. Walter.  
Encls Copy " " Dir. with Rept.  
" on land agreement, and Certificate,  
" contract for Returns Off. with aff. of dis.,  
" " " Ch. of Constr. with rept. on  
land agreement and Certificate. NOV 24 1915  
Washington, D. C. \_\_\_\_\_ 191

Approved by W. A. Ryan, Comptroller

Date of approval NOV 24 1915

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

✓ Original enclosed for record

W. A. Ryan, Comptroller

1421

DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

Ysleta, Texas, September, 4, 1915.

From Assistant Engineer,  
To John J. Buck,  
Subject: Right of Way San Elizario Feeder - L. W. Stanton.

You will find Mr. Stanton's father, an Attorney,  
on the Fourth floor of the Caples Building. He will  
no doubt be able to get the desired information.

Please have some one there to attend to this  
as I will not be in El Paso for some time.

R. S. Fessenden  
Assistant Engineer

*L. W. Stanton's address is El  
Paso Texas. Left contract with  
Stanton's father <sup>9/4/15</sup> for L. W. to  
sign loose sheet*

## REPORT ON LAND AGREEMENT

### DEPARTMENT OF THE INTERIOR UNITED STATES RECLAMATION SERVICE

INFORMATION relating to agreement made ~~2d day of September~~ <sup>Aug. 27,</sup> 1915, with

Lloyd W. Stanton

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.

0.896 acre. 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.

Lloyd W. Stanton, a single man, El Paso, Texas.

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 stock subscription contract with the El Paso Valley Water Users' ASso.**



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.

**, but all is capable of being brought 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 of land is irrigated at present.**

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

\$50.00 to \$125.00 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 canal will be a benefit to balance of land.**

The above is a correct statement of the information procured.

Dated

9/2

1915

(Signature) R. S. Fessenden

Asst. Engr.

(Title)

*In Charge of Negotiations.*

Approved:

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.

## 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 mets 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

COMPARED 6054 M

7-276

INDEXED

AGREEMENT TO SELL

Lloyd M. Stanton

TO UNITED STATES.

COUNTY OF

ss:

Filed for record in this instrument was filed for record at my office at 10 o'clock A.M.

at 10 o'clock A.M. and is duly recorded in the County Clerk

By E. B. McCLINTOCK Deputy

Fees, \$

8/27/15 272/571 id

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 to 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 this day of A. D., 1912

CERTIFICATE OF RECORD.

THE STATE OF TEXAS, COUNTY OF EL PASO, I, E. B. McCLINTOCK, County Clerk in and for said County, do hereby certify that the foregoing instrument of writing with its certificate of authentication, was filed for record in my office, on the 10th day of August, A. D., 1912, at 10 o'clock A. M., and duly recorded the 12th day of August, A. D., 1912, at 2:30 o'clock P. M., in the Deed, Volume 272 on page 571

Records of said County, in Volume 272 on page 571 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.

E. B. McCLINTOCK, Clerk of the County Court, El Paso County, Texas By R. C. PATTERSON Deputy.

BURK PRINTING HOUSE

Approved May 27, 1910, by the Secretary of the Interior.

Form 7-276 12-11

Auditor

THIS AGREEMENT, made this 7th day of August, A. D.

nineteen hundred and fifteen, between Lloyd W. Stanton, Single,

and X, his wife, of El Paso, El Paso,

Texas, for himself, his heirs, legal representatives, and assigns, hereinafter styled the Vendor, and The United States of America and its assigns by

R. F. Walter, Project Manager of the United States Reclamation Service, thereto duly authorized by the Secretary of the Interior, pursuant to the act of June 17, 1902 (32 Stat., 388).

WITNESSETH:

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

A tract of land located in Section eleven (11), Township thirty-two (32) South, Range six (6) East, more particularly described as follows: Beginning at the Southwest corner of Survey No. twenty-nine (29), Ysleta Town Grant, from which the Northeast corner of Section eleven (11), Township thirty-two (32) South, Range six (6) East, bears North 25° 25' East two thousand two hundred and sixty (2,260) feet, thence North 20° 35' West three hundred and forty (340) feet along the West line of said Survey No. twenty-nine (29), thence North 14° 47' East sixty-eight (68) feet and five-tenths (45.7) feet to North 51° 07' East forty-five (45) feet and seven-tenths (45.7) feet to Station 113+76 on proposed center line of the San Elizario Feeder, thence North 51° 07' East three (3) feet and three-tenths (3.3) feet to the Southwest corner of Survey thirty (30), Ysleta Town Survey, thence South 89° 28' East twenty-eight (28) feet along the South line of said Survey No. thirty (30), thence South 13° 42' East one hundred and fifteen (115) feet, thence to the left along an arc of one thousand eight hundred and eighty (1,880) feet measured on one hundred (100) foot chords, and eight hundredths (1880.08) feet radius, three hundred and twenty (320) feet measured on one hundred (100) foot chords, to a point on the South line of said Survey No. twenty-nine (29) thence West thirty-two (32) feet along the South line of said Survey No. twenty-nine (29) to Station 118+10 on proposed center line of the San Elizario Feeder, thence West sixty-three (63) feet to the place of beginning and containing eight hundred and ninety-six thousandths (0.896) acre.

Checked with Engineering Dept. book

2. In consideration of the premises the vendor further agrees upon receipt of notice that this agreement has been approved by the Director of the Reclamation Service to furnish promptly, at his own expense, an abstract of title which shall later be extended to include any instruments subsequently recorded in connection herewith and also the record of the conveyance made pursuant to this agreement: *Provided*, That if the vendor fails or refuses to furnish proper abstract of title within sixty days after notice that this agreement has been approved, or if within such period written request be made by the vendor, such abstract may be procured by the United States at the expense of the vendor and the cost thereof deducted from the purchase price.

3. The vendor further agrees to procure and have recorded at his own cost all assurances of title and affidavits which he may be advised by the proper Government officials are necessary and proper to show complete title in fee simple unincumbered, and the time spent in procuring, recording and transmitting the same to the officer acting on behalf of the United States (and in furnishing or securing abstract of title) shall be added to the time limit of this agreement.

4. And for the same consideration the vendor agrees to execute and deliver, upon demand of the proper officer of the United States at any time within the continuance of this agreement, a good and sufficient deed of warranty conveying to the United States good title to said premises free of lien or incumbrance.

5. In consideration whereof, the United States agrees that it will purchase said property on the terms herein expressed, and upon execution and delivery of such deed and the signing of the usual Government vouchers therefor, and their further approval by the proper Government officials, it will cause to be paid to the vendor as full purchase price and full payment for all damages for entry upon the above-described land and the construction, operation and maintenance of reclamation works under said act, the sum of sixty-seven (\$67) dollars

~~to be paid~~, by U. S. Treasury warrant or disbursing officer's check.

6. Liens or incumbrances existing against said premises may, at the option of the United States, be removed at the time of conveyance by reserving the amount necessary from the purchase price and discharging the same with the money so reserved, but this provision shall not be construed to authorize the incurrence of any lien or incumbrance as against this agreement, nor as an assumption of the same by the United States.

7. It is agreed that the vendor may retain possession of said premises until Sept. 1, 1905 notwithstanding early delivery of the deed as herein provided, and may harvest and retain the crops thereon until Sept. 1, 1905 except that the proper officers and agents of the United States may at all times have unrestricted access to survey for and construct reclamation works, telephone and electrical transmission lines, and other structures and appliances incident to said reclamation works, pursuant to said act of Congress, free of any claim for damage or compensation on the part of the vendor.

8. This agreement shall become effective to bind the United States to purchase said premises immediately upon its approval as above specified, and shall terminate by limitation at the expiration of 24 months from its date, unless extended as above provided, and shall inure to the benefit of and be binding upon the heirs and assigns of the vendor, and also the assigns of the United States.

9. No Member of or Delegate to Congress, or Resident Commissioner, after his election or appointment or either before or after he has qualified and during his continuance in office, and no officer, agent or employee of the Government, shall be admitted to any share or part of this contract or agreement, or to any benefit to arise thereupon. Nothing, however, herein contained shall be construed to extend to any incorporated company, where such contract or agreement is made for the general benefit of such incorporation or company, as provided in Section 116 of the Act of Congress approved March 4, 1909 (35 Stat. 1109).

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

Witnesses:

*Lloyd W. Stanton*  
 of *El Paso, Texas*  
*H. G. Gandy*  
 of *El Paso, Texas*  
*D. W. Murphy*  
 of *Dallas, Cal.*  
*J. M. Doughty*  
 of *Milwaukee, Wis.*

*Lloyd W. Stanton*

Vendor.

*J. F. Miller*

For and on behalf of the United States.

STATE OF Texas } ss:  
 COUNTY OF El Paso,

I, Marvin W. Stanton, a Notary Public, in and for said county, in the State aforesaid, do hereby certify that Lloyd W. Stanton,

who is personally known to me to be the person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he, the said Lloyd W. Stanton, (unmarried and twenty one years of age)

~~signed~~, sealed, and delivered said instrument of writing as his free and voluntary act, for the ~~usual~~ purposes therein set forth.

~~I further certify that I did examine the said Lloyd W. Stanton, who is married and over twenty one years of age, and that he is the husband of the said Mrs. Stanton, and that he is the owner of the contents of the foregoing instrument, and upon that examination I did voluntarily sign, seal, and acknowledge the same without any coercion or compulsion, and I do not wish to retract the same.~~

Given under my hand and official seal, this 2nd day of September, 1905.  
 [SEAL.]

My commission expires January 1, 1917 Notary Public in and for El Paso Co. Tex.

Approved this 24th day of November, 1905

*W. R. S. Gentry*  
 Comptroller, U. S. R. S.

The vendor further agrees to procure and have recorded at his own cost all assurances of title and affidavits which he may be advised by the proper Government officials are necessary and proper to show complete title in fee simple unincumbered, and the time spent in procuring, recording and transmitting the same to the officer acting on behalf of the United States (and in furnishing or securing abstract of title) shall be added to the time limit of this agreement.

Lloyd W. Stanton  
Vendor.

R. F. Walter  
For and on behalf of the United States.

OFFICE OF  
**TAX COLLECTOR OF EL PASO COUNTY**

El Paso, Texas, 7/12

1917

Taxes for the current year become delinquent January 31st, when 10% penalty, interest and cost is added. Additional interest is added to all delinquent taxes on the first of each month  
 Do not delay your remittance

DESCRIPTION OF REAL ESTATE

EL PASO PRINTING CO. - 77808

Abst. No.	Survey No.	No. Acres	LANDS Original Grantee	No. LOT	Block	ADDITION	REMARK													
213 214	29	17	Ypola		1															
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1918	L. M. Stanton																			
1919	✓																			

TO AVOID DELAY RETURN THIS STATEMENT WITH REMITTANCE

**R. D. RICHEY,**  
 Tax Collector El Paso County, Texas