

30

BARREERAS, EULOGIO, et. ux., Niebes E.

WARRANTY DEED

240  
WEST DRAIN

0033-0044-0025-00 RIO GRANDE

1918-1967  
55a-1

780

THIS INDENTURE, Made this 10th day of May in the year of our Lord one thousand nine hundred and twenty one between Eulogio Barreras and Nieves E. de Barreras, husband and wife,

of the first part and The United States of America, pursuant to the Act of Congress of June 17, 1902 (32 Stat. 388), and acts amendatory thereof or supplementary thereto, of the second part

WITNESSETH, That the said part 1st of the first part, for and in consideration of the sum of Two hundred fifty-eight and 30/100 (\$258.30) Dollars, lawful money of the United States of America, to them in hand paid by the said part Y of the second part, the receipt whereof is hereby confessed and acknowledged, have granted, bargained, sold, remised, conveyed, released and confirmed, and by these presents do grant, bargain, sell, remise, convey, release and confirm unto the said part Y of the second part, its successors or assigns and assigns forever, all the following described lot or parcel of land or real estate, situate, lying, and being in Dona Ana County, State of New Mexico, to-wit:

A tract of land in the southeast quarter of the southwest quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$ ) of section nineteen (19), township twenty-six (26) south, range three (3) east, New Mexico principal meridian, more particularly described as follows: Beginning at the southeast corner, which is a point common to the land of the grantors herein, of H. H. Corbin, and of Sarah J. Maloney, and from which point the south quarter corner of said section nineteen (19) bears south 34°42' east eight hundred fifty-eight and eight-tenths (858.8) feet; thence south 58°20' west fifty-eight and six-tenths (58.6) feet along the property line common to the grantor herein and Sarah J. Maloney, to a point common to the grantors herein, Sarah J. Maloney, and Antonio Lassich; thence along the property line common to the Grantors herein and the said Antonio Lassich, north 23°43' west one hundred fifty-six and five-tenths (156.5) feet; thence north 44°22' west two hundred thirty-six and twenty-nine hundredths (236.29) feet; thence north 88°27' west ninety-one and seven-tenths (91.7) feet; thence south 65°29' west one hundred twenty-five and eight-tenths (125.8) feet; thence north 50°35' west one hundred twenty-seven and three-tenths (127.3) feet; thence north 62°48' east five hundred fifty-three (553) feet to a point common to the lands of the grantors herein, of the said Antonio Lassich, and of N. A. de Ortega; thence south 9°07' east five hundred seventy-two and four-tenths (572.4) feet to the point of beginning; said described tract of land containing two and eighty-seven hundredths (2.87) acres, more or less;

together with all and singular, the lands, tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever, of the said part 1st of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurten-

Correct as to Engineering Data



SOLD the said premises above bargained and conveyed, with the appurtenances  
part Y of the second part, ~~its successors or~~ themselves, their heirs, executors and administrators do  
part 1st of the first part, for themselves, their heirs, executors and administrators do  
covenant and agree, to and with the said part Y of the second part its successors or  
the ensembling and delivery of these presents they are well seized of the premises above conveyed, as of  
a good, sure, perfect and indefeasible estate of inheritance, in law, in fee simple, and ha ve good right, full power,  
and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid; and that the same  
are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and incumbrances  
of what kind and nature soever; and the above bargained premises in the quiet and peaceable possessions of the  
part Y of the second part its successors or  
the whole or any part thereof, the said part 1st of the first part shall and will warrant and forever defend.

IN WITNESS WHEREOF the said part 1st of the first part ha ve hereunto set their hands  
and seal S the day and year above written.

Signed, Sealed and Delivered in the Presence of EULOGIO BARRERAS (L. S.)

A M Greenwood NIEBES E de BARRERAS (L. S.)

J R Livesay (L. S.)

50 cents U S Doc rev stamps affixed and (L. S.)

cancelled. (L. S.)

STATE OF NEW MEXICO,

County of Dona Ana } ss.

On this 10th day of May 1921 before me personally appeared

Eulogio Barreras and Niebes E de Barreras

to me known to be the person S described in and who executed the foregoing instrument, and  
acknowledged that they executed the same as their free act and deed

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

J L Livesay

(SEAL)

Notary Public Dona Ana Co N M

My commission expires  
Nov 15 1924

No. 34592

WARRANTY DEED

TO

STATE OF NEW MEXICO, } ss.  
County of Dona Ana

I hereby certify that this instrument was

filed for record on the 20 day of

June A. D. 1921

at 9:00 o'clock A.M. and duly recorded in

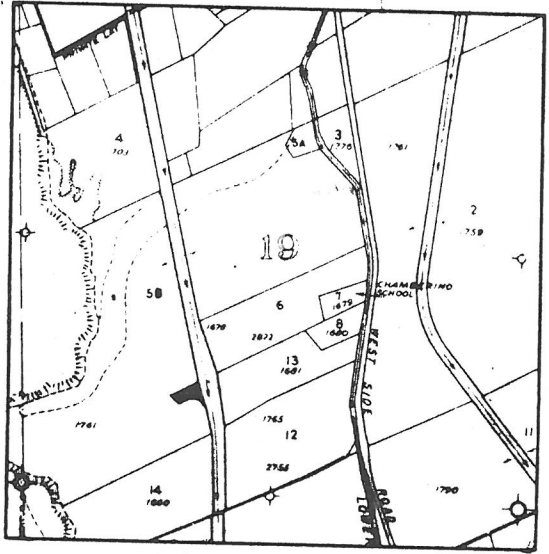
Book 62 Page 291 of the records of

Deeds of said County.

(Sgd) M. H. Leary  
Probate Clerk and Ex-Officio Recorder.

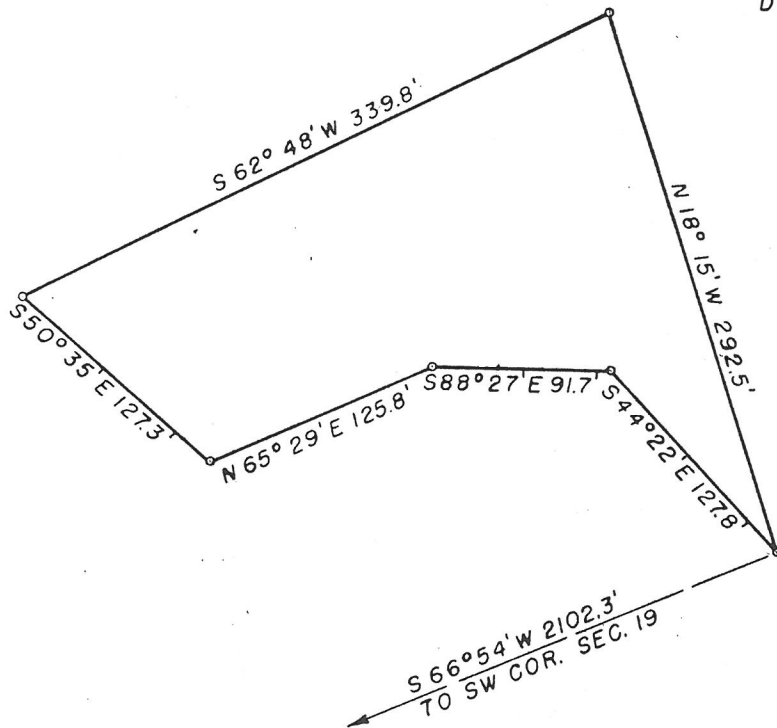
Deputy.

ELLIS BROS. PRINTING CO., EL PASO



1000 0 3000

SCALE OF FEET  
SEC. 19, T26S, R3E, N.M.P.M.  
U.S.R.S. SURVEY  
DONA ANA COUNTY, N.M.  
COUNTY PLAT NO. 1761



1.03 Acres

100 0 100  
SCALE OF FEET

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION  
RIO GRANDE PROJECT-N.M.-TEX.

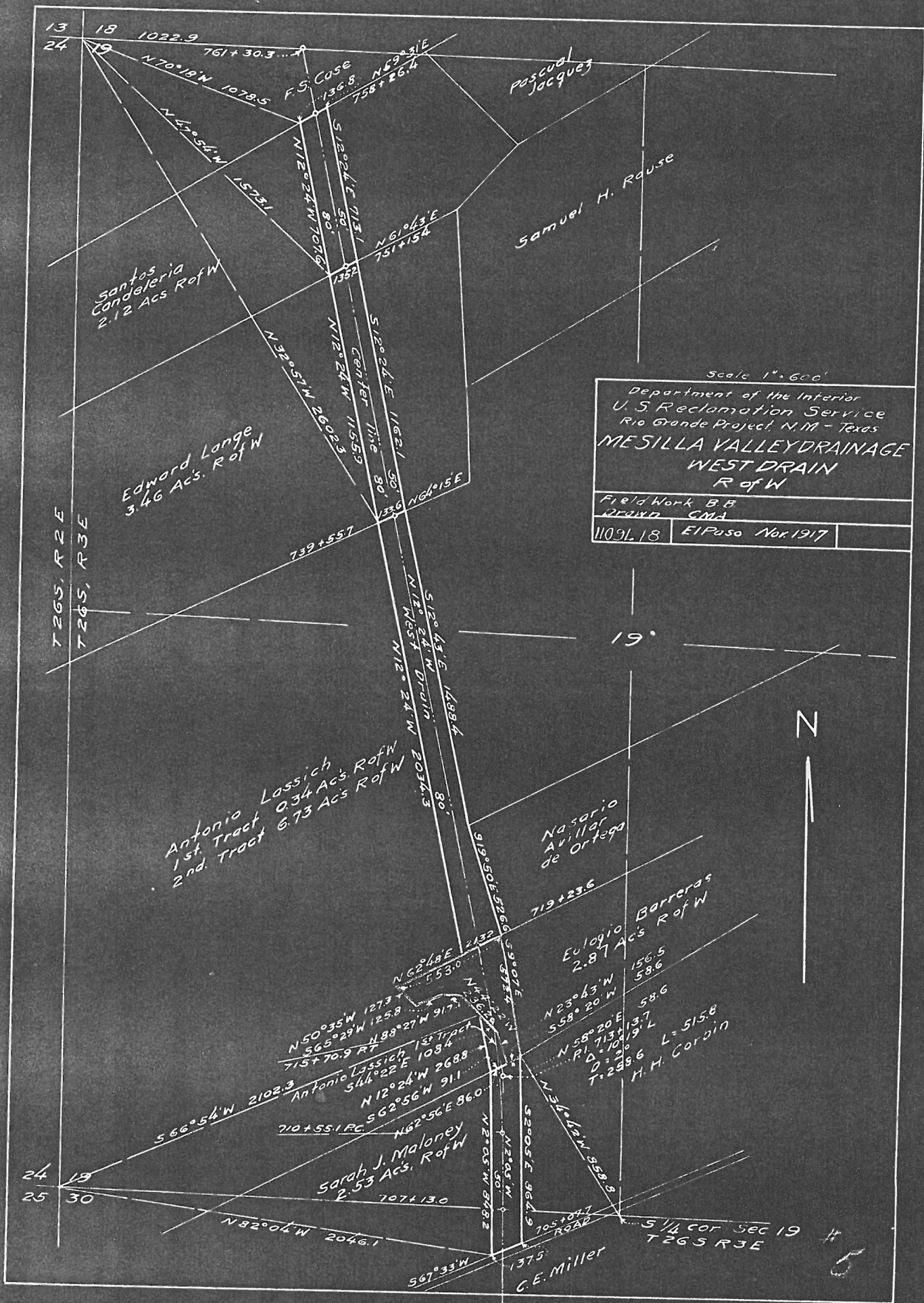
WEST DRAIN  
EXCESS RIGHT OF WAY

DRAWN S.P. SUBMITTED *M.P. Dush...*  
TRACED RECOMMENDED *L. Beck*  
CHECKED *W.B.* APPROVED *James W. Kirby*

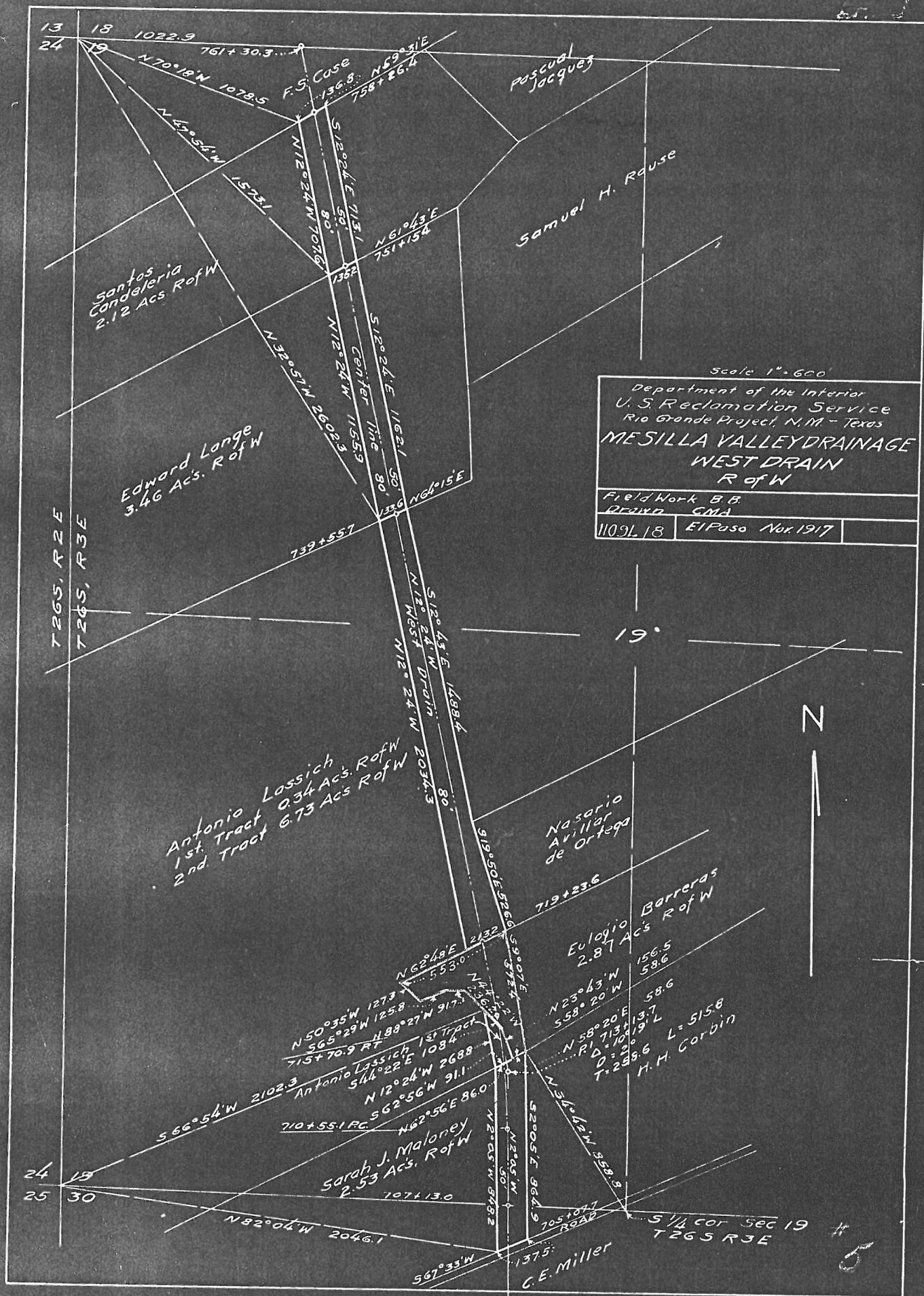
EL PASO, TEX.

6-7-63

23-503-6974









UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION

QUITCLAIM DEED

THIS INDENTURE, made pursuant to authority contained in the Federal Property and Administrative Services Act of 1949, Public Law 152, 81st Congress, approved June 30, 1949 (63 Stat. 377) as amended, between the UNITED STATES OF AMERICA, acting by and through the Regional Director, Region 5, Bureau of Reclamation, and JODO YABUMOTO and KATSUMI YABUMOTO, Anthony, New Mexico.

WITNESSETH:

The United States of America for the consideration paid, quitclaims to Jodo Yabumoto and Katsumi Yabumoto the following described real estate situated in the County of Dona Ana, State of New Mexico, to-wit:

A tract of land lying and situate in Dona Ana County, New Mexico, and in the Southwest Quarter (SW-1/4) Section nineteen (19), Township twenty-six (26) South, Range three (3) East, New Mexico Principal Meridian, Bureau of Reclamation Survey, being also within tract numbered 1761 as shown on Dona Ana County, New Mexico Plat Book; and more particularly described by metes and bounds as follows, to wit:

BEGINNING at the Southeast corner of the tract being herein described, being also a point on the westerly right of way line of the Bureau of Reclamation's West Drain, and from which point the Southwest corner of Section nineteen (19), Township twenty-six (26) South, Range three (3) East, N.M.P.M., bears South sixty-six (66) degrees fifty-four (54) minutes West two thousand one hundred two and three tenths (2102.3) feet; thence, following the aforesaid westerly right of way line of the West Drain, North eighteen (18) degrees fifteen (15) minutes West two hundred ninety-two and five tenths (292.5) feet; thence, leaving the aforesaid

Correct as to Engineering data.

westerly right of way line of the West Drain, South sixty-two (62) degrees forty-eight (48) minutes West three hundred thirty-nine and eight tenths (339.8) feet; thence South fifty (50) degrees thirty-five (35) minutes East one hundred twenty-seven and three tenths (127.3) feet; thence North sixty-five (65) degrees twenty-nine (29) minutes East one hundred twenty-five and eight tenths (125.8) feet; thence South eighty-eight (88) degrees twenty-seven (27) minutes East ninety-one and seven tenths (91.7) feet; thence South forty-four (44) degrees twenty-two (22) minutes East one hundred twenty-seven and eight tenths (127.8) feet to the point of beginning. Said tract of land containing one and three hundredths (1.03) acres, more or less.

19 1967. WITNESS, my hand and seal this 13 day of November,

UNITED STATES OF AMERICA

By /s/ John C. Thompson  
Acting Regional Director, Region 5  
Bureau of Reclamation

ACKNOWLEDGMENT

STATE OF TEXAS     }  
                              } ss  
COUNTY OF POTTER    )

I, Patsy R. Sherwood, a notary public in  
and for said State and County, do hereby certify that ~~Leon W. Hill~~, John C. Thompson  
Acting Regional Director, Region 5, Bureau of Reclamation, personally known  
to me to be the same person and official who executed the above and  
foregoing instrument, appeared before me this day in person and  
acknowledged that, as such official, he executed the above instru-  
ment as his free and voluntary act on behalf of the United States  
of America, pursuant to authority conferred by law.

Given under my hand and notary seal this 13 day of  
November, 19 67.

Patsy R. Sherwood  
Notary Public

(SEAL)

My Commission Expires:

June 1, 1969

State of New Mexico, :  
County of Dona Ana. :

Before me, the undersigned authority, personally came and appeared H. D. Bowman, to me well known, and who, after being by me duly sworn, did depose and say:

That he is over twenty-one years of age; that his post-office address is Mesilla Park, New Mexico; that from and some time prior to November 14, 1905, until the year 1910, he was the principal owner and executive officer of Bowman's Bank of Las Cruces, New Mexico, and in such capacity was authorized to contract generally for the said Bowman's Bank; that the said Bowman's Bank was the same as that mentioned in a certain quitclaim deed dated November 14, 1905, running from P. H. Bailey to Eulogio Barreras, recorded in Deed Book 27, page 60, wherein it is recited that the land therein conveyed was sold subject to a mortgage for one hundred and fifteen dollars given to Bowman's Bank, Las Cruces, New Mexico; that the said mortgage was given to secure a promissory note in favor of the said Bowman's Bank; that he, affiant, is unable at this time to give further details concerning the term, interest, etc., of the said note; that to the best of his recollection and belief, the said note was never transferred, sold, or otherwise disposed of by him, affiant, or by the said Bowman's Bank, but was paid by the said Eulogio Barreras in due course when it became payable, and was when paid duly cancelled or delivered to the said Eulogio Barreras; and that he, affiant, for himself and on behalf of the said Bowman's Bank, hereby releases and discharges all right, title, or claim under the said note and mortgage, so far as the same may operate as a lien against the land conveyed by the said quitclaim deed. Further deponent



sayeth not.

(Signed) A. D. Bowman

Subscribed and sworn to before me this 15<sup>th</sup> day of  
April, A. D. 1921.

(SEAL)

(Signed) W. S. Gilliam

Notary Public in and For  
Dona Ana County, New Mexico.

My com. exp.

April 21, 1921

Acting Chief Counsel

SEP 25 1920

District Counsel, El Paso, Texas.

Land acquisition - Opinion of title to 2.87 acres of land being acquired by the United States under contract of January 5, 1918 with Eulogio Barreras and wife (Mesilla Valley West River Drain) - Rio Grande Project.

1. I have considered your opinion of the above title dated Sept. 13, 1920, Abstract No. 5434 by the Southwestern Abstract and Title Company, and related papers.

2. The abstract, as you suggest, discloses that title to the land now under consideration is founded upon the Mexican decree of 1869 and other proceedings disclosed on pages 3 and 4 of the abstract and upon confirmative patent by the United States dated June 6, 1910 (page 5 of the abstract).

3. We accept your identification of the land now under consideration as part of the land covered by these proceedings and the Refugio Colony Grant of December 29, 1887 to Cruz Valencia (abstract pages 6 and 7). From Valencia the title comes down to the party identified by you as the Government vendor.

4. You call attention to the fact that all encumbrances as shown on the record have been released except a mortgage securing a note of \$115.00 given to Bowman's Bank, Las Cruces, New Mexico (abstract, page 25). The record does not contain a release of this mortgage. The index of the abstract fails to disclose any mortgage to Bowman's Bank and a page by page inspection of the abstract does not disclose it. If the instrument were of record then the abstract is defective. Whether it were of record or not it might in some way have been renewed which nothing before us indicates, tho the abstract does put us on notice of its existence. So the explanation which you have obtained regarding this mortgage is hardly satisfactory to this office. We prefer that a release be had and actually recorded if the mortgage is of record. If the mortgage is not of record and can be found it should be cancelled and filed with the papers. If it cannot be found, and is not of record, there should be some release by the bank, or someone now authorized to act for it, showing that the instrument was never put of record; and satisfactorily setting out this fact so that even if there should be infants or insane persons interested the Government would be fully protected.

5. We concur with you that the Elephant Butte stock contract and other similar matters, disclosed on pages 21 and 31 of the abstract, may be disregarded.

6. We also concur with your view regarding taxes prior to 1903.

7. We also concur with you that the tax sale certificate disclosed at page 29 may be disregarded without any further attention to the spelling of the name of the party who redeemed the land. We further agree with you that in the event the deed to be executed is recorded before current taxes attach, there will be no tax lien against this land.

8. We note your explanation as found in paragraph 7 regarding the land description and accept your view for the purposes of this case.

9. Engineering data has not been checked and initialled as required by the Manual, so far as the papers before us disclose. We suggest that it is well to have this done in each case upon the copy which is forwarded with the papers for our opinion.

10. Therefore when the requirements, as above set out, have been met, deed in the form proposed may be executed, acknowledged and recorded and the abstract brought down to include that recordation. Thereupon, should there be no further change in the condition of the title, the transaction may be closed in the usual way. The disbursing officer will file with his voucher the papers required by the Reclamation Manual.

Inclosures:

- ✓ Copy of this letter.
- D.C.'s opinion of Sept. 13, 1920.
- Form of proposed deed.
- Possessory's certificate.
- Contract to sell dated Jan. 5, 1918.
- Abstract No. 5434 by the Southwestern Abstract & Title Company.

*Morris Bien*

CC - C.E., Denver, Colo.  
P.M., El Paso, Texas.

El Paso, Texas, September 13, 1920.

From: District Counsel.

To: Chief Counsel, Washington, D. C.

Subject: Opinion on Title to 2.87 Acres of Land to be Acquired Under Contract dated Jan. 5, 1918, with Eulogio Barreras et ux. (Mesilla Valley West River Drain) - Rio Grande Project.

1. This title is founded upon the Refugio Colony Grant. This is a Mexican grant, the boundaries of which were duly set out by Ramon Ortiz, who was, upon petition by the settlers living in the Colony, designated by the Mexican Government to act as commissioner for this purpose, and who in the same instrument recites the authority in the Colony to grant certain parcels of land to the several settlers. (Pp. 3 and 4 of abstract). A United States confirmation patent, dated June 8, 1910, running to the Colony in general and to the bona fide residents thereof is also recorded, (p. 5). Other titles arising in this Colony have been examined in this office and the Mexican underlying title is considered to be good.

2. Two tracts of land were granted by the Colony to Cruz Valencia (pp. 6 and 7). These tracts are referred to on the plat at page 2 by the same page numbers. They constitute substantially the land that was later acquired by Eulogio Barreras, the Government vendor. There are recitals in these grants of certain conditions relating to cultivation, residence, and building of a house, and the fulfillment of these conditions is evidenced by the confirmation deed dated July 21, 1888, found at page 10. This confirmation deed includes, among other lands, the tracts originally granted to the said Cruz Valencia. The title runs thru a number of conveyances, some of them for partial interests, making references to the land descriptions in the instrument found at pages 6 and 7, and vests in Frank W. Smith by deed dated August 1, 1889 (p. 14), and in this deed is described by reference to the Colony confirmation grant dated July 21, 1888, above referred to, and as a tract containing 23.30 acres "Marked XXXIII." The title was by a similar description conveyed to the Government vendor by quitclaim deed abstracted to page 25. A number of incumbrances will be noted which have been released of record. The deed to the Government vendor was "subject to a mortgage of \$115 given to the Bowman's Bank, Las Cruces, N.M." The record does not contain a release of this mortgage. We are advised by Mr. P.H. Bailey, the Government vendor's grantor, that the note that this mortgage was given to secure was for a short term only - for less than a year and probably for six months - and that the note was paid when due and a release of



the mortgage executed, the release not having been recorded. The right of action upon the note accrued some 14 years ago and as no action appears by the record to have been taken, same is now barred by limitation, the limitation period in New Mexico being six years. In view of this and considering the small amount involved, I do not think it necessary to make further inquiry regarding this matter.

3. A stock subscription contract, operating as a lien in favor of Elephant Butte Water User's Association to secure payment for stock, is disclosed by the abstract, and a notice of this lien relating especially to Association expenses for clerical, legal, and other services is also abstracted (pp. 21 and 31). In view of the announced policy of the Association (now District) not to insist upon payment of dues which may be a lien upon lands to be used by the United States for Reclamation Service purposes, this lien may be waived. The contract found at page 24 operates as a trust deed empowering the Association to dispose of holdings in excess of the acreage for which a single individual may perfect water-right application. Where the land is acquired by the Government, it is obvious that this becomes of no force.

4. Tax statement is found at page 50. As to taxes prior to the year 1903, Sec. 8, Chapter 102, N.Mex. Sess. Laws 1919, reads as follows:

"All taxes accrued upon any property in this State prior January 1, 1903, whether assessed or not, where no tax sale has been made therefor to a purchaser other than the county, shall be presumed to have been paid, and any tax lien therefor is hereby discharged; and it shall be the duty of all county treasurers to mark such taxes as paid on their tax rolls."

5. The tax sale certificate referred to at page 29 was redeemed under date of Dec. 30, 1914 and assigned to Eulalio Barreras, the Government vendor. I think we may ignore the difference in the spelling of the name Eulogio in this case, as same is probably a clerical error upon the county tax records and as the present owner paid the taxes and has both before and after this transaction held undisputed possession of the land. "Plat 1762," upon which taxes for the years 1917 and 1918 were levied and paid, refers to the Eulogio Barreras land. See designation plat <sup>on</sup> abstract at page 2. As to taxes for the year 1920, which are not yet assessed, it is probable, in accordance of the time usually taken by the county officials, that in due course this title will be approved and deed passing same to the United States executed before this assessment is completed. This will bring the case within the decision by the Secretary of the Interior dated April 25, 1910 (D-11479), which is to the effect that where the United States acquires title while the taxing proceedings are in fieri, the proceedings are arrested and the United States takes title free of any tax lien that might otherwise be asserted by State authorities. When deed is delivered, this matter will have further attention with reference to the then condition of the assessment.

6. It is my opinion that upon execution of the attached form of warranty deed by Eulogio Barreras et ux., good title, unencumbered, will vest in the United States. If you concur in this opinion, we will proceed with the transaction and pay the purchase price to these parties.

5. It will be noted that the land description in the deed follows identically that of the agreement to sell, which contains but one reference to section quarter corner, while our present practice requires two such references. In view of the length of time which has expired since the execution of the agreement to sell and the fact that the United States has during this time held possession of the land, we have followed the land description as it was originally worked out and have not asked the engineering section to figure another reference to section corner. It is my opinion that the land is adequately described.

- - - - -

W. P. Dent

Encls:

Original Agreement to Sell dated Jan. 5, 1918.

Abstract of title No. 5434.

Blue Print.

Copy of Proposed Warranty Deed.

Possessory Certificate.

Extra copy of above opinion.

CC to Denver.



*Found [unclear]*

February 1, 1918

Acting Chief of Construction

Project Manager, El Paso, Texas.

Contract of January 5, 1918 with Eulogio Barreras and wife for purchase of right of way in connection with Mesilla Valley West River Drain - Rio Grande Project.

1. Reference is made to the Acting Director's letter of January 23, 1918 to this office, copy to you.
2. The contract with Eulogio Barreras and wife of January 5 is enclosed herewith in order that the land described may be corrected and such correction initialed as suggested in the Acting Director's letter, after which the instrument should be returned through this office.
3. The original report on land agreement and four copies of form letter were evidently retained at Washington, as they were not received with the Acting Director's letter.

- - -  
R. F. WALTER

9 Encls. Orig. & 3 Copies of contract  
" " 1 copy of certificate of necessity  
2 Blue prints  
1 Copy of report on land agreement.

CC - D.C. El Paso, Texas. ✓

**CERTIFICATE.**

I HEREBY CERTIFY That the land described in attached agreement dated January 5, 1918, with EULOGIO BARRERAS and wife, is necessary for purposed authorized by the Reclamation Act, viz: for right of way for Mesilla Valley West River Drain, Rio Grande Project, New Mexico-Texas. In my opinion the consideration agreed upon is reasonable and I recommend that the contract be approved.

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**Project Manager.**

El Paso, Texas,  
January 8, 1918.



POSSESSORY CERTIFICATE

Rio Grande Project,  
El Paso, Texas, Jan. 5, 1918.

I, P.W.Dent, District Counsel of the United States Reclamation Service, certify that I have personally examined the land sought to be acquired by the United States from Eulogio Barreras et ux. in SE $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 19, Township 26 S, Range 3 East, N.M.P.M., Dona Ana County, New Mexico, for the Rio Grande Project, 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.

P. W. Dent

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District Counsel.

DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

El Paso, Texas, January 8, 1918.

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

Subject: Forwarding contract for approval.

Agreement dated January 5, 1918. Rio Grande Project.

Executed by L. M. LAWSON, Project Manager,

With EULOGIO BARRERAS and wife.

Estimated amount involved, \$258.30 (See Gen'l Order No. 124)

Purpose of agreement: Acquisition of right of way for Mesilla Valley  
(See instructions on back, Pars. 4 and 5) West River Drain.

Authority No.6.

~~Original and one copy of bond herewith.~~ (Strike out if no bond transmitted.)

Advise Chief of Construction, Denver, Colorado, and Project Manager at ✓ El Paso, Texas,

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

L. M. LAWSON,  
(Signature.)

Incs.  
Orig. & 3 copies agreement.  
Cert. P.M.  
Land Report  
2 blue prints.

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

Approved by Morris Blen, Acting Director, U.S.R.S.

FEB 27 1918

Date of approval FEB 26 1918

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

herewith

Morris Blen, JAN 17 '18 75764  
Acting Director.

Respectfully transmitted to Director, Wash-  
ington, for approval.  
Enc: Orig. & 3 copies form letter-  
Orig. Cert. of Necessity  
Orig. Rept. on Land Agrmt.  
1 blue print.  
Denver, Colo. Jan. 11, 1918  
Chas. P. Williams  
Actg. Chf. of Constr.

## REPORT ON LAND AGREEMENT

### DEPARTMENT OF THE INTERIOR UNITED STATES RECLAMATION SERVICE

INFORMATION relating to agreement made **January 5,**

191 **8** with

**EULOGIO BARRERAS and wife**

for the purchase of land required for **Mesilla Valley West River Drain**  
purposes, **Rio Grande** Project, **DONA ANA**  
County, **NEW MEXICO.**

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

**2.87 acres. See accompanying agreement for description.**

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.

**Refugio Grant**

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

**EULOGIO BARRERAS and wife. Address: Chamberino, New Mexico.**

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

**Owners are in possession.**

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

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



## 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.



THIS AGREEMENT, made this 5th day of January  
nineteen hundred and eighteen, between ECLOGIO BARRERAS  
and NIRBES E. de BARRERAS, his wife, of DONA ANA  
County, NEW MEXICO, for them ~~seven~~ their heirs, legal represen-  
tatives, and assigns, hereinafter styled the vendor, and The United States of America and its assigns by

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

WITNESSETH:

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

the county of DONA ANA State of NEW MEXICO, to wit:

A tract of land situated in the SE $\frac{1}{4}$  Section 19, Township  
26 South, Range 3 East, N.M.P.M., more particularly described and  
bounded as follows: Beginning at the Southeast corner, a point com-  
mon to the properties of the Vendor, H.H. Corbin and Sarah J. Maloney,  
from which point the South quarter corner of said Section 19 bears  
South 34°42' East 858.8 feet; thence South 58°20' West 58.6 feet along  
the property line common to the Vendor and Sarah J. Maloney to a point  
common to the properties of the Vendor, Sarah J. Maloney and Antonio  
Lassich; thence along the property line common to the Vendor and An-  
tonio Lassich, North 23°43' West 156.5 feet; thence North 44°22' West,  
108.4 feet; thence North 88°27' West 91.7 feet; thence South 65°29' West  
125.8 feet; thence North 50°25' West 127.3 feet; thence North 62°48' East  
553 feet to a point common to the properties of the Vendor, Antonio  
Lassich and N. A. de Ortega; thence South 9°07' East 572.4 feet to  
point of beginning, containing approximately two and eighty-seven  
hundredths (2.87) acres.

twenty-four



Where the operations of this contract extend beyond the<sup>10</sup> current fiscal year it is understood that the contract is made contingent upon Congress making the necessary appropriation for expenditures thereunder after such current year has expired. In case such appropriation as may be necessary to carry out this contract is not made, the contractor hereby releases the United States from all liability due to the failure of Congress to make such appropriation.

Sheet No.1.



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

Witnesses :

..... **EULOGIO BARRERAS** .....

of ..... of .....

..... **NIEBES E. de BARRERAS** .....

of ..... *Vendor.*

of ..... **L. M. LAWSON** .....

..... *For and on behalf of the United States.*

of .....

STATE OF **New Mexico** } ss :

COUNTY OF **Dona Ana** }

I, **OSCAR B. WOOD**, a **NOTARY PUBLIC**

in and for said county, in the State aforesaid, do hereby certify that **EULOGIO BARRERAS and NIEBES E. de BARRERAS, husband and wife,**

who **are** personally known to me to be the person **s** whose name **s are** subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that **they**

signed, sealed, and delivered said instrument of writing as **their** free and voluntary act, for the uses and purposes therein set forth.

I further certify that I did examine the said **NIEBES E. de BARRERAS**

separate and apart from **her** husband, and explained to **her** the contents of the

foregoing instrument, and upon that examination **she** declared that **she** did voluntarily sign, seal, and acknowledge the same without any coercion or compulsion, and do **es** not wish to retract the same.

Given under my hand and official seal, this **5th** day of **January**, 191 **8.**

[SEAL.] **( SEAL )** **OSCAR B. WOOD, Notary Public**

My commission expires **Aug. 16th, 1921.** **Dona Ana Co., New Mex.**

Approved \_\_\_\_\_, 191 \_\_\_\_\_

Memorandum to accompany land purchase under contract with  
Eulogio Barreras dated January 5, 1918 - Rio Grande project.

Paragraph 4 of the opinion by Acting Chief Counsel dated September 25, 1920, calls attention to a mortgage given to Bowman's Bank of Las Cruces, New Mexico, and states the necessity for securing a release. This is the only matter brought out by examination of the chain of title which might bear adversely upon the interests of the United States. The mortgage under discussion is that referred to in the quitclaim deed abstracted at page 25, and, as near as can be learned, is the same instrument ~~that~~ as that abstracted at page 22, executed by P. H. Bailey, the Government vendor's grantor, running to Henry D. Bowman. No other mortgage is of record which will answer the description, and none of the parties in interest are able to produce any note, either paid or unpaid, which the mortgage might have been given to secure. The mortgage abstracted at page 22 is released (p.23). While this mortgage was executed November 15, 1905, or a day later than the date of the deed running to Barreras, which is November 14, 1905, it appears that the mortgage was placed of record November 20, 1905, or at a date prior to the recordation of the deed, which was filed December 21, 1905. I am also informed that Mr. Bailey was in the habit of conducting his business in a rather loose manner, relying often upon his memory for dates and amounts, and from inquiries made it appears that the land was sold to Barreras after he had been informed of the existence of the lien held by Bowman, and the fact of mortgage or lien was recited in the conveyance with little or no regard to dates or other particulars as to liability for payment. The "Bowman's Bank" referred to was a private institution the business affairs of which were (or are at this late date) practically inseparable from those of H. D. Bowman, who is well known in Las Cruces and vicinity as a reputable person and who was the owner and principal officer of Bowman's Bank. This bank went out of existence in 1910. Mr. Bowman has sworn to an affidavit under date of April 15, 1921 (attached hereto), stating that to the best of his recollection the note secured by the mortgage was paid and that it was never transferred to any third parties. The purpose of securing this affidavit becomes apparent when it is considered that the mortgage referred to in the Barreras deed and that abstracted at page 22 cannot be absolutely identified as the same instrument. The affidavit also contains a recital to the effect that Mr. Bowman does not regard the note or mortgage as now operating as a lien against the land, and it is made on behalf of Bowman's Bank as well as affiant individually. The principal force of the affidavit is



contained in the statement that the note was never transferred, as this strengthens the belief which prevails, in view of the lapse of time, that the statute of limitations has long since run against all parties who might have had a right of action. That is, that there are no persons holding an interest who are excepted from the operation of the statute, which is a possibility pointed out in paragraph 4 of the opinion by Acting Chief Counsel. The mortgage is stated to be for \$100, and this upon 23.5 acres, which amounts to \$4.29 per acre, or an amount of \$12.51 when applied to the 2.87 acres acquired by the United States for right of way. It is my opinion that the interests of the United States are amply protected by the legal showing as above made, but if any slight doubts remain they are dispelled by a consideration of the sum of money involved. If a foreclosure were ever attempted, the remainder of Mr. Barreras' holding would more than satisfy the debt.

2. Paragraph 9 of the opinion by Acting Chief Counsel points out the necessity for engineering check, and the deed running to the United States bears this formality.

3. Taxes. - Paragraph 5 of my opinion dated September 13, 1920, refers to taxes for the years 1920 (then unpaid), and tax 1921, which would probably not be assessed prior to conveyance to the United States. The tax statement found at page 36 of the abstract shows that 1920 taxes have been paid, and that the 1921 roll is not completed, thus dispensing with necessity for payment for this latter year.

4. Upon examination of abstract brought down to date to include warranty deed running to the United States, it is found that this is the only new muniment of record, except the "Assent to release of water users' association lien," found at page 37. This assent is executed by the Assistant Secretary of the Interior and is a formality preliminary to the release itself which will probably be executed by the Irrigation District, the assent alone carrying little or no weight so far as an examination of title is concerned. However, we have not regarded the liens of the associations as a burden upon titles acquired by the Government for Reclamation Service canals, and hence may disregard this instrument; except that the abstractor will be asked to omit it from the record in future cases, until the release is executed by the District.

5. In view of my examination as given above, the agreement to sell, with related papers, is passed for pay-

ment.

P W DENT

El Paso, Texas,  
June 28, 1921.

District Counsel.

Inclosures are as follows:

- Orig. agreement to sell.
- Orig. possessory certificate, and 1 copy.
- Orig. and 1 copy warranty deed,  
with 2 blueprints.
- Orig. and 1 copy Bowman affidavit.
- Extra copy above memo.
- Abstract of title.
- Orig. opinion by Actg. Chief Counsel  
dated Sept. 25, 1920.
- Orig. opinion by District Counsel  
dated Sept. 13, 1920.



Memorandum to accompany land purchase under contract with  
Eulogio Barreras dated January 5, 1918 - Rio Grande project.

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ment.

P W DENT

El Paso, Texas,  
June 28, 1921.

District Counsel.

Inclosures are as follows:

- Orig. agreement to sell.
- Orig. possessory certificate and 1 copy.
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with 2 blueprints.
- Orig. and 1 copy Bowman affidavit.
- Extra copy above memo.
- Abstract of title.
- Orig. opinion by Actg. Chief Counsel  
dated Sept. 25, 1920.
- Orig. opinion by District Counsel  
dated Sept. 13, 1920.

RIO GRANDE PROJECT

El Paso, Texas, June 28, 1921.

Mr. P. H. Bailey,

Canutillo, N. Mex.

Dear Mr. Bailey:

I am returning herewith the release of mortgage running to yourself from P. H. Bailey and acknowledged under date of December 7, 1906. This instrument was brought into my office in connection with a land purchase to be made from Eulogio Barreras. Kindly accept my thanks for use of same.

Very truly yours,

P W DEBT

District Counsel.

incl.



El Paso, Texas, June 28, 1921.

Mr. Eulogio Barreras,  
Chamberino, N. Mex.

Dear Sir:

You are advised that contract and related papers supporting right of way purchase from you for the west river drain have to-day been passed for payment. You should receive voucher to be signed by yourself and Mrs. Barreras in due time, and then check in payment. Under the terms of the agreement to sell you are to pay for the necessary abstracting work, and this amounts to \$36 - \$31 for the original abstract and \$5 for the extension down to date to include warranty deed running to the United States. The total will be deducted from the amount in payment on the voucher.

Your two 1920 tax receipts are returned to you herewith.

Thanking you for your courtesies in this connection,

I am,

Very truly yours,

P W DENT

District Counsel.

incls.

El Paso, Texas, June 22, 1921.

Southwestern Abstract and Title Company,

Las Cruces, N. Mex.

Gentlemen:

With letters of May 27, 1921, and June 3, 1921, abstracts Nos. 5560 and 5434, relating to lands of Andreas Guerra and of Eulogio Barreras, were forwarded to be brought down to date. Kindly advise when you can accomplish this work, as the landowners are pressing for payment for their right of way.

Very truly yours,

F W DENT

District Counsel.



El Paso, Texas, June 22, 1921.

Mr. Oscar B. Wood,

Las Cruces, N. Mex.

Dear Mr. Wood:

Receipt is acknowledged of your letter of the 16th instant, containing statement in reference to the "Bowman" mortgage, for which I thank you.

Previously I had communicated with Mr. Barreras, asking him if he could possibly find the cancelled note, but had been unsuccessful in securing any expression from him upon this point. I had also communicated with Mr. Bowman and now have an affidavit concerning his interest in this matter, which will probably be a sufficient showing to make out a clear title in Barreras. Mr. Bailey was also communicated with, but no satisfactory evidence got from him in regard to payment of the note, although his statement was substantially the same as yours. Thus you will appreciate that we have endeavored to keep this transaction moving along toward a payment to Barreras. In this connection also note that although abstract of title was ordered (an indispensable procedure in these Government right of way purchases) on June 17, 1919, the abstract was not prepared and delivered to my office until about the latter part of August or early in September, 1920, and this only after a number of letters had been written requesting abstract at as early a date as possible.

Thanking you for your favors in this connection, I am,

Very truly yours,

P W DENT

District Counsel.



COUNTY OFFICERS

JOSE R. LUCERO, Sheriff. OSCAR B. WOOD, Treasurer and Ex-Officio Collector.

JESUS S. GARCIA, Assessor.

MIGUEL N. NEVAREZ, County Clerk. HERBERT W. YEO, Surveyor.

A. L. BANEAS, Probate Judge.

O. McB. FLEMING-JONES, Superintendent of Schools

COUNTY COMMISSIONERS

Dist. 1: E. C. SIERRA

Dist. 2: HENRY STOES, Chairman

Dist. 3: L. F. TORRES

OFFICE OF THE TREASURER AND  
EX-OFFICIO COLLECTOR

**DONA ANA COUNTY**  
**NEW MEXICO**

**LAS CRUCES, N. M.**

June 16, 1921.

Hon. P. W. Dent, Dist. Counsel, U. S. R. S.

El Paso, Tex.

Dear Mr. Dent:

Your letter of 3rd inst re-Eulogio Barreras Mortgage to Bowman or Bowman Bank.

I have taken the matter up with the Bowman Bank and Trust Co. of this City also Mr. H. D. Bowman ~~mf~~ former owner of Bowman Bank and who was in charge do doubt when the mortgage transaction was made. Neither of them seem to be able to find any record of the transaction, but each of them state that they will sign a quitclaim deed to the tract should you feel it necessary. Mr. Barreras says he has not paid the note nor had he any knowledge of the existence of same. No doubt Mr. Bailey has taken care of it, if not, the debt would be cancelled by limitation anyway.

I would be glad to see the matter, in so far as the U. S. R. S. is concerned with Mr. Barreras, straitened up at an early date. He is one of the parties with whom I was instrumental in securing the Drain Canal right of way before I left Chamberino. He reminds me that representations were made ~~that~~ at the time, that cash would be paid for said right of way and that nothing has come of it as yet.

Yours very truly,

*Oscar B. Wood*

El Paso, Texas, June 3, 1921.

Southwestern Abstract and Title Company,

Las Cruces, N. Mex.

Gentlemen:

Inclosed is abstract No. 5434, to be brought down to date including warranty deed dated May 10, 1921, running from Eulogio Barreras et ux. to the United States. Kindly include also tax statement to date.

Very truly yours,

P W DENT

District Counsel.

incl.

El Paso, Texas, June 3, 1921.

County Clerk for Dona Ana County,

Las Cruces, N. Mex.

Dear Sir:

Transmitted herewith for official record is warranty deed dated May 10, 1921, running from Eulogio Barreras et ux. to the United States.

Very truly yours,

F W DEET

District Counsel.

incl.



El Paso, Texas, June 3, 1921.

Mr. Oscar B. Wood,

Las Cruces, N. Mex.

Dear Mr. Wood:

Your letter of the 1st instant is at hand, together with the Eulogio Barreras deed, which appears to be executed in proper form. Kindly accept my thanks for your favors in this connection.

In view of the fact that you appear to be willing to help Mr. Barreras close this right of way transaction and assist in putting the matter in such condition that check may be sent him for the purchase money, I am going to take the liberty to trouble you with the following:

When Barreras acquired the land, which was by a deed dated November 14, 1905, running from P. H. Bailey, it seems that there was a mortgage on the property. The deed recites that "the above land is sold subject to a mortgage of one hundred and fifteen dollars given to Bowman's Bank, Las Cruces, N. M." It is uncertain whether the mortgage covered a note given to the Bowman interests by Barreras, or whether it was an indebtedness created a short time prior to the delivery of the deed and by Bailey; that is, a note given by Bailey to the Bowmans which was to be met by Barreras as part of the consideration which he gave for the land. I have made inquiry of all parties concerned, but thus far have failed to get hold of conclusive evidence that the indebtedness represented by the mortgage has been discharged. To this end I have asked Barreras if he has a cancelled note, or if he can state what became of the note (if any note was given) after payment of same, but have received no direct reply to my inquiry. If you care to take the time to question Mr. Barreras upon this matter and communicate to me the information elicited, I shall consider it a great favor.

In the meantime, the deed will be placed of record and the abstract brought down to date, and if when these matters are completed I can make a satisfactory explanation as to

the Bowman mortgage the next thing in order will be to draw a check in payment.

The tax receipts will be returned to the landowner in due time.

Trusting that I am not imposing upon you too much with the above matter, I remain,

Very truly yours,

P W DENT

District Counsel.

COUNTY OFFICERS

JOSE R. LUCERO, Sheriff. OSCAR B. WOOD, Treasurer and Ex-Officio Collector.  
JESUS S. GARCIA, Assessor.  
MIGUEL N. NEVAREZ, County Clerk. HERBERT W. YEO, Surveyor.  
A. L. BANEGAS, Probate Judge.  
O. McB. FLEMING-JONES, Superintendent of Schools

COUNTY COMMISSIONERS

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Dist. 2: HENRY STOES, Chairman  
Dist. 3: L. F. TORRES

OFFICE OF THE TREASURER AND  
EX-OFFICIO COLLECTOR

**DONA ANA COUNTY**  
**NEW MEXICO**

**LAS CRUCES, N. M.**

June 1, 1921.

Hon. P. W. Dent, District Counsel.

El Paso, Tex.

My Dear Mr Dent:

My friend Mr Barreras has asked me to try and straiten out the matters noted in your letter to him under dates of May 27.

He has just had the matter of the Old Mortgage up with Mr. H. D. Bowman. Mr Bowman advises that he had just written you concerning same to the effect that the item was evidently paid and that he had advised that he would make any certificate necessary to clear the records.

As to 1920 tax. Mr Barreras is enclosing receipts covering payment of same in full, together with deed properly executed by himself and wife, and asks that you return the Tax receipts together with CHECK mentioned in your letter.

Yours very truly,

*Oscar B. Wood*



El Paso, Texas, May 27, 1921.

Mr. Eulogio Barreras,  
Chamberino, N. Mex.

Dear Sir:

Under date of April 18, last, I wrote you, inclosing warranty deed to be executed and calling attention to the necessity of payment of taxes for the year 1920. Reference was also made to the "Bowman mortgage," with the request that if you have same, we should like to see the note which this mortgage secured. Kindly execute and return the deed, and give such attention as you can to the other matters. As stated in my former communication, the deed must have affixed a 50-cent U. S. documentary revenue stamp.

Awaiting your early advices, I am,

Very truly yours,

P W DENT

District Counsel.

*Legal*

**THE SOUTHWESTERN ABSTRACT & TITLE CO.**  
(INCORPORATED)

LAS CRUCES, NEW MEXICO

U. S. RECLAMATION SERVICE RECEIVED MAY 7 1921 EL PASO, TEXAS.
--

May 6, 1921.

U.S. Reclamation Service,

El Paso, Texas.

Gentlemen:

Replying to your favor of the 30th ult. in regard to the Eulogio Barreras abstract, No. 5434, we do not find any mortgage to the Bowman Bank. Until the year 1910 Henry D. Bowman was the sole owner of the Bowman Bank. It was a private bank. Some persons made no distinction between a loan made by Mr. Bowman or the bank, in making reference to it. While the deed to Barreras bears date one day prior to the date of the mortgage appearing at page 22, it would seem that it was not delivered until Dec. 21, 1905, or later. It was acknowledged on the last mentioned date; and, also, on said date Bailey executed a contract in favor of the Elephant Butte Water Users' Association, covering said tract. Our theory is that while the deal was pending with Barreras, Bailey mortgaged said premises, and before the deed was delivered reference to the mortgage was made in it. The reference does not properly describe the mortgage as to amount, but we believe we have satisfactorily explained the variance as to the name of the mortgagee--to our mind at least. The Bailey's have always been careless in getting up legal papers, and it is probable that the amount was stated from memory.

Mr. Bowman, who lives at Mesilla Park, could execute a new release, covering the matter contained in the reference.

Very truly, THE SOUTHWESTERN ABSTRACT & TITLE CO  
*W. C. Allen*

El Paso, Texas, April 30, 1921.

Southwestern Abstract and Title Company,

Las Cruces, N. Mex.

Gentlemen:

With reference to Abstract 5434, for land held by Eulogio Barreras, it is noted at page 25, where the deed, dated November 14, 1905, by which Barreras acquired the land, is abstracted, that "The above land is sold subject to a mortgage of one hundred and fifteen dollars given to Bowman's Bank, Las Cruces, N.M." We have encountered some difficulty in securing satisfactory evidence that this mortgage has been paid or that the limitation statute has run against it, and our investigation discloses a release dated December 6, 1906, recorded in Book of Mortgages 8, page 232, given by Henry D. Bowman and reciting that P. H. Bailey (who was Barreras' grantor) has paid a certain debt secured by mortgage dated November 15, 1905 (one day later than the Barreras deed cited above), which mortgage is stated to be recorded in Mortgage Book 9, page 44. The debt satisfied is not otherwise identified, and to the end that, if possible, the release may be connected up with the mortgage described in the Barreras deed, I am requesting that you advise me as to the contents of the instrument recorded in Book 9 of Mortgages, page 44. We are calling upon Barreras for deed running to the United States, and if the above described mortgage and release relate to this land we will have them included in the abstract when sending it to be brought down to date at the time the Government deed is recorded.

Kindly let me know what you find in the records as soon as possible.

Very truly yours,

P W DENT

District Counsel.



El Paso, Texas, April 18, 1921.

Mr. Eulogio Barreras,

Chamberino, N. Mex.

Dear Sir:

There is inclosed a warranty deed conveying the land to be acquired by the United States for Mesilla Valley west river drain. This instrument is to be executed by yourself and Mrs. Barreras, and should be acknowledged before a notary public. A United States documentary revenue stamp is also required to be affixed to the deed, the amount of the stamp in this case being 50 cents. Kindly supply stamp.

The taxes for the year 1920 must be paid before the United States can accept title and make settlement for the land, and we shall rely upon you to pay same, in order that tax statement down to date will show all taxes fully paid.

The above matters are in addition to the inquiry as to the Bowman mortgage raised in my letter of April 14. As stated therein, if you are able to produce your note, cancelled, we should like to see it.

Kindly do not delay answer, as a check for \$258.30 will be mailed you as soon as the transaction can be closed properly.

Very truly yours,  
P. W. DENT

District Counsel.

incl.

FOUNDED A.D. 1792

# Insurance Company of North America

H. D. BOWMAN, Agent,

*Western Department  
209 West Jackson Blvd. Chicago.*

MESQUILLA PARK, NEW MEX.

April 15, 1921

Mr. C. F. Harvey, Asst. Dist. Counsel,  
% U. S. Reclamation Service,  
El Paso, Texas.

Dear Sir:-

Yours of 13th -Las Cruces, was evidently not mailed until this morning in El Paso, and reached me by the 10.32 train to-day.

I herewith enclose the affidavit properly executed before a Notary Public.

Yours respectfully,

*H. D. Bowman*

El Paso, Texas, April 14, 1921.

Mr. Eulogio Barreras,

Chamberino, N. Mex.

Dear Sir:

In examining title to your land taken for the west drain, we note that when Mr. P. H. Bailey deeded this property to you under date of November 14, 1905, it was in the deed stated to be sold subject to a mortgage for \$115 given to Bowman's Bank. Mr. Bowman is unable at the present time to say just what disposition was made of the note which the mortgage was given to secure, but he is under the impression that you paid the note when it became due and that it was cancelled and returned to you. If you now have this cancelled note, would you mind sending it to this office, in order that I may be able to certify that it is has been paid or otherwise settled? If other disposition was made of the note, please inform me of the facts.

As you are aware, the note, if still unpaid, might operate as an encumbrance against the land that the United States is to acquire, and therefore we are obliged to make the above inquiry.

Kindly do not delay your answer, as our further action looking toward payment to you of the purchase money for the land is dependent upon receiving a favorable reply.

Yours very truly,

P. T. DENT

District Counsel.



Las Cruces, N. Mex., April 13, 1921.

Mr. H. D. Bowman,

Mesilla Park, N. Mex.

Dear Sir:

Inclosed is a statement in reference to the Barreras mortgage, which, I believe, follows pretty closely the lines discussed this morning. This has been put in the form of an affidavit, as upon a second consideration this form will likely be the only one acceptable to the examining officers of our Department.

I trust you will not be put to undue inconvenience in making this statement before a notary, and wish to assure you of my appreciation of your favors in this connection.

Kindly mail the paper to me care of the Reclamation Service, El Paso, when it is executed.

Very truly yours,

incl.

C F HARVEY

Assistant District Counsel.

El Paso, Texas, March 22, 1921.

Mr. H. D. Bowman,

Mesilla Park, N. Mex.

Dear Sir:

In examining title to land held by Eulogio Barreras, to be acquired by the Reclamation Service for the west river drain, it is found that when this party purchased the land it was conveyed to him by deed dated November 14, 1905, running from P. H. Bailey. The deed contains a recital to the effect that "the above land is sold subject to a mortgage of one hundred and fifteen dollars given to Bowman's Bank, Las Cruces, N.M." There is not, however, any instrument of record evidencing this mortgage, other than the deed of conveyance, and we find it impossible to get the necessary data from Barreras. While the mortgage has, we understand, been paid, and is probably not now actionable even though not paid, our Department deems it best to secure a release, and to this end I am requesting that, if possible you supply the necessary data as to parties and dates of the instrument or agreement, in order that I may draw a release. If no instrument was ever executed, but only a note, could you give us a copy of the note? In any event, kindly state, if a note existed, what disposition was made of it.

Thanking you for your courtesy in this connection,

Very truly yours,

P. D. H.

District Counsel.

*abstract p. 25*

OFFICERS

W. W. COX, PRESIDENT  
V. B. MAY, VICE-PRESIDENT  
R. E. McBRIDE, SECRETARY  
F. W. CAMPBELL, CASHIER

ESTABLISHED 1884  
INCORPORATED 1910

DIRECTORS

W. W. COX  
V. B. MAY  
R. E. McBRIDE  
C. E. MILLER  
J. D. ISAACKS  
T. M. WINGO  
N. C. FRENGER

# THE BOWMAN BANK & TRUST COMPANY

PAID UP CAPITAL \$100,000.00

LAS CRUCES, NEW MEXICO March 21st. 1921.

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

Dear Sir:

Replying to yours of the 19th. I will say that this bank was incorporated in June 1910, it was formerly a private bank owned principally by H. D. Bowman, who still lives at Mesilla Park, N. M.

We have no record of taking over any such note or mortgage as you describe, and therefore cannot execute a release.

Yours Truly.

*F. W. Campbell*  
Cashier.



El Paso, Texas, March 19, 1921.

Bowman Bank and Trust Company,

Las Cruces, N. Mex.

Gentlemen:

In examining title to land held by Eulogio Barreras, to be acquired by the Reclamation Service for the west river drain, it is found that when this party purchased the land it was conveyed to him by deed dated November 14, 1905, running from P. H. Bailey. The deed contains a recital to the effect that "the above land is sold subject to a mortgage of one hundred and fifteen dollars given to Bowman's Bank, Las Cruces, N.M." There is not, however, any instrument of record evidencing this mortgage, other than the deed of conveyance. While the mortgage has, we understand, been paid, and is in any event probably not now actionable even though not paid, our Department deems it best to secure a release, and to this end I am requesting that, if possible, you supply the necessary data as to parties and dates of the instrument or agreement, in order that I may draw a release. If no instrument was ever executed, but only a note, please give necessary particulars as to the note.

Thanking you for your courtesy in this connection,

Very truly yours,

P W DENT

District Counsel.

El Paso, Texas, August 27, 1920.

Mr. Pearl H. Bailey,  
Canutillo, Texas.

Dear Sir:

We have recently had occasion to examine title to land held by Eulogio Barreras, which land is part of the Smith-Dessauer tract. It appears from the abstract that when Barreras acquired this land from you by deed dated November 14, 1905, the sale was made subject to a mortgage of \$1115 given to the Bowman Bank of Las Cruces. No terms of the mortgage are stated in the abstract and therefore we are at a loss to know whether the debt has run out the limitation for action or whether it might still operate as an incumbrance. Our inquiry is necessary because there is no release of the mortgage of record. If you recall the details of this transaction, kindly advise us.

Thanking you for the above information,

Very truly yours,

P. F. DENT

District Counsel.

*Mr. Bailey called  
at office Aug 31-20, and  
stated that the mortgage  
was satisfied. This in  
any event the note  
given was for a short  
time - less than  
one year, and  
probably for six  
months.*

El Paso, Texas,  
August 7, 1920.

Southwestern Abstract & Title Co.  
Las Cruces, N. Mex.

Gentlemen:

Reference is had to former letters requesting abstract for land held by Eulogio Barrerras in the Southeast quarter of the Southwest quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$ ) Section 19, Township 26 South, Range 3 East. Kindly advise when we may expect this abstract, or if there is some especial difficulty connected with its preparation we will be glad to render such assistance as we can in the matter.

Very truly yours,

P W DENT

District Counsel.



El Paso, Tex.  
Feb. 9, 1920.

Southwestern Abstract and Title Co.  
Las Cruces, N. Mex.

Gentlemen:

Reference is had to our letter of June 17th last, ordering abstract of title relating to 2.67 acres of land held by Eulogio Barreras in the Southeast quarter of the Southwest quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$ ) Section 19 Township 26 South Range 3 East. We sent with our former letter a blue-print showing the particular land that was to be abstracted. Kindly put us in receipt of this abstract as soon as possible, and if it cannot be delivered at once will you kindly advise what the prospects are for future delivery.

Reference is also had to the abstract concerning the Thomas Jensen land. This was sent back for some supplementary work with our letter of Oct. 7th and again referred to in our letter of Jan 13th. Will you kindly endeavor to do the necessary work upon this abstract.

There are a number of other abstracts in your hands, work upon which has been pending for some time, and anything you can do to get them out would be greatly appreciated.

Thanking you for past favors, we are

Very truly yours,

P. W. Dent

District Counsel.

El Paso, Texas,

June 19, 1919.

County Clerk,

Las Cruces, New Mexico.

Dear Sir:

Transmitted herewith for official record is agreement to sell dated January 5, 1918, between the United States of America and Eulogio Barreras and wife.

Yours very truly,

CFHarvey

Enc 1.

Asst. Dist. Counsel.

Mesilla Valley West River  
Drain

El Paso, Texas,

June 17, 1919.

Southwestern Abstract & Title Co.,

Las Cruces, New Mexico.

Gentlemen:

Please supply abstract of title covering 2.87 acres of land held by Eulogio Barreras in Southeast quarter of the Southwest quarter, Section 19, Township 26 South, Range 3 East, N.M.P.M., Dona Ana County, New Mexico. Blueprint is attached showing the location of this land. This land is in the Refugio Colony Grant and adjoins lands owned by F. S. Case and Antonio Lassich.

We ask your attention to the orders now with you for abstracts and again call your attention to the abstract ordered on March 7th for Brazito Power & Development Co. in Section 1, T. 25 S., R. 2 E. It is now over three months since order was placed for this abstract and we think it is about time we were getting it.

Yours very truly,

CFHarvey

Enc 1.

Asst. Dist. Counsel.



February 9, 1918.

Chief of Construction

Director, Washington

Contract of January 5, 1918, with Eulogio Barreras et ux, for purchase of right of way in connection with Mesilla Valley West River Drain - Rio Grande Project.

1. Reference is made to the Acting Director's letter of January 23, 1918 returning the above described contract for correction of the land described therein and initialing of such correction by the parties to the instrument.

2. This contract was transmitted to the Project Manager at El Paso for the purpose of making the correction indicated, and this office is now in receipt from him of the corrected contract which is returned herewith, together with the other papers mentioned below. Please note that there were not received in this office with the Acting Director's letter of Jan. 23, the original report on land agreement and four copies of the form letter which were transmitted to Washington under date of January 11, 1918, and it is assumed that these were retained in the Washington Office.

5 Enclosures: 1 Orig. & 2 Copies contract  
1 Orig. Certificate of Necessity  
1 Blue print.

F. E. Weymouth

Copy to P.M. El Paso, Texas.

" " D.C. " "

El Paso, Texas, Feb.6, 1918.

From Asst. District Counsel, A. B. Preuss,  
To District Counsel in Charge, Denver,  
Subject: Contract of January 5, 1918, with Eulogio Barreras  
et ux, for purchase of right of way in connection with  
Mesilla Valley West River Drain - Rio Grande Project.

1. Reference is made to letter of Acting Chief of Construction, dated February 1st, and letter of Acting Director to Chief of Construction, dated January 23, 1918, relative to above mentioned contract which was returned to this office for correction of land description.

2. The correction has been made and initialed as requested, and contract with three copies thereof and one copy of Report on Land Agreement, is herewith returned for further action.

- - -

Incs.  
as per letter.

DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE  
TRAMWAY BUILDING  
DENVER, COLO.

February 1, 1918

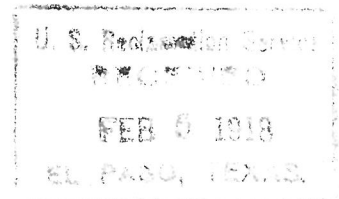
From Acting Chief of Construction  
To Project Manager, El Paso, Texas.  
Subject: Contract of January 5, 1918 with Eulogio Barreras and wife for purchase of right of way in connection with Mesilla Valley West River Drain - Rio Grande Project.

1. Reference is made to the Acting Director's letter of January 25, 1918 to this office, copy to you.
2. The contract with Eulogio Barreras and wife of January 5 is enclosed herewith in order that the land described may be corrected and such correction initialed as suggested in the Acting Director's letter, after which the instrument should be returned through this office.
3. The original report on land agreement and four copies of form letter were evidently retained at Washington, as they were not received with the Acting Director's letter.

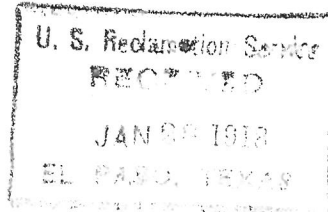
- - - *R. J. Walter*

9 Encls. Orig. & 3 Copies of contract  
" " 1 copy of certificate of necessity  
2 Blue prints  
1 Copy of report on land agreement.

CC - D.C. El Paso, Texas.







January 22, 1918.

Acting Director

Chief of Construction, Denver, Colo.

Contract of Jan. 5, 1918 with Eulogio Barreras  
et ux.- purchase of right of way for  
drain, Rio Grande Project, N. M.-Tex.

1. The above contract transmitted through your office by form letter of Jan. 8, 1918, from the Project Manager contains an erroneous land description, inasmuch as the survey fails to close, and from a hasty examination in this office it would seem that the line bearing N. 44° 22' W. 108.1 feet should be 236.29 feet.

2. Any changes which are made in this contract should be marginally initialed by the parties thereto. Said contract is returned herewith for correction.

Copy to P. M., El Paso, Tex.

*M. J. Lien*

enc.