

CASE, FRED S., et. ux., Florence E.

WARRANTY DEED

WEST DRAIN

(240)

0023 - 0054-0009-00

THIS INDENTURE, Made this nineteenth day of May in the year of our Lord one thousand nine hundred and nineteen between Fred S. Case and Florence B. Case, husband and wife, parties

of the first part and
The United States of America, pursuant to the act of June 17, 1902 (32 Stat. 388) and acts amendatory thereof and supplemental thereto

of the second part
WITNESSETH, That the said part ies of the first part, for and in consideration of the sum of One hundred thirty-five and no/100 (\$135.00) 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, ha ve 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 ~~heirs and~~ assigns forever, all the following described lot or parcel of land or real estate, situate, lying, and being in the County of Dona Ana State of New Mexico, to-wit:

A tract of land situated near the town of Chamberino, New Mexico, in the southwest quarter of the southwest quarter of Section eighteen (18), and northwest quarter of northwest quarter of Section nineteen (19), township twenty-six (26) south, range three (3) east, New Mexico principal meridian, said tract being bounded and described as follows:

Beginning at the southwest corner, a point on the property line between the Grantor proposed herein and Santos Candelaria, from which the northwest corner of said section nineteen (19) bears north 70°18' west one thousand seventy-eight and five tenths (1,078.5) feet; running thence north 12° 24' West nine hundred sixty-six and two tenths (966.2) feet to the northwest corner, from which the southwest corner of said section eighteen (18) bears south 54°19' west nine hundred ninety-four and six tenths (994.6) feet; thence south 66°11' east one hundred sixty-one and one tenth (161.1) feet along the property line between the proposed Grantor herein and Thomas Kelley; thence south 12°24' east eight hundred twenty-eight and five tenths (828.5) feet; thence south 59°31' west one hundred thirty-six and eight tenths (136.8) feet along the property line between the proposed Grantor herein and Santos Candelaria, to the point of beginning; said tract of land containing two and sixty-eight hundredths (2.68) 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 ies of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances unto the said part Y of the second part its ~~heirs and assigns~~ forever. And the said part 100 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 ~~heirs and assigns~~, that at the time of the ensembling and delivery of these presents they were ~~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 ~~heirs and assigns~~, against all and every person lawfully claiming or to claim, the whole or any part thereof, the said part 100 of the first part shall and will warrant and forever defend.

IN WITNESS WHEREOF the said part 100 of the first part ha ve hereunto set their hand s and seal s the day and year above written.

Signed, Sealed and Delivered in the Presence of Fred S. Case (L. S.)
Florence E. Case. (L. S.)
(L. S.)
(L. S.)

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

On this 19th day of May 1919 before me personally appeared Fred S. Case and Florence E. Case, husband and wife

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.

(SEAL)

Gscar B. Wood, Notary Public

Dona Ana County, New Mexico.

My commission expires
Aug. 18, 1921.

No. _____

WARRANTY DEED.

TO

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

I hereby certify that this instrument was

filed for record on the 22 day of

May A. D. 1919,

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

Book 57 Page 569 of the records of

Deeds of said County.

(ogd. J. F. Leves)

Probate Clerk and Ex-Officio Recorder.

Deputy.

For Sale by Ellis Bros. Ptg. Co., El Paso

TAX ROLL 1908

Office of Collector, Dona Ana County, New Mexico.

1919

on the following described property, to-wit:

1908

Collecto
Per Mary Ann

Per	Collecto	Deput
Wm. D. Ward	Wm. D. Ward	Wm. D. Ward
Wm. D. Ward	Wm. D. Ward	Wm. D. Ward

COUNTY OFFICERS

JOSE R. LUCERO, SHERIFF. OSCAR B. WOOD, COLLECTOR. VAN L. WHITE, ASSESSOR.
J. F. NEVARES, COUNTY CLERK. HERBERT W. YEO, SURVEYOR.
J. C. RODRIGUEZ, PROBATE JUDGE
R. E. MCBRIDE, SUPERINTENDENT OF SCHOOLS.

COUNTY COMMISSIONERS.

DIST. 1: M. B. STEVENS.
DIST. 2: HENRY STOES, CHAIRMAN
DIST. 3: PEDRO G. LOPEZ

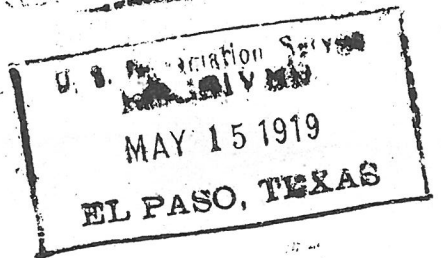
DONA ANA COUNTY
NEW MEXICO

OFFICE OF THE COLLECTOR

Las Cruces, N. M.,

5/14/1919

Reclamation Service
El Paso
Texas



Gentlemen:

Please return statement
sent from this office to
you of \$17.05

Respectfully

Oscar B Wood Treas
M. J. Deputy

Get collectors separate receipt.

El Paso, Texas, April 21, 1919.

Mr. Fred S. Case,
Gage, N. Mex.

Dear Sir:

Transmitted herewith is warranty deed, which please execute, also having your wife join in the deed, and return to this office. A voucher is also inclosed, which you will both kindly sign.

We are now investigating the subject of taxes, and will endeavor to obtain a statement from the Dona Ana County officials and pay what is due, making deduction therefor as authorized in your letter of December 23, last.

It will also be necessary to have the deed recorded and the abstract of title brought up to date to include the deed and new tax statement, all of which will take considerable more time and all of which must be accomplished before final settlement can be made. In this connection you are advised that we have had considerable difficulty in getting a necessary affidavit in reference to your title, and after giving up the attempt by correspondence, it became necessary to visit the party, who is an old Mexican residing in the town of Chamberino.

We await return of the attached papers.

Very truly yours,

P W DENT CPH

District Counsel.

2 incls.

El Paso, Texas, April 21, 1919.

Treasurer for Dona Ana County,

Las Cruces, N. Mex.

Dear Sir:

Please render a statement of taxes due on the following lands:

All part of the Francisco Lucero grant, lying in Refugio Colony, now in sec. 18 and sec. 19, T. 26 S., R. 3 E., New Mexico principal meridian.

Taxes for 1897 amounting to \$2.91 appear to be paid, land at that time probably being assessed to Francisco Lucero.

Taxes for the year 1908 also appear to be unpaid, at that time the land assessed being in the name of Mrs. H. W. Hardy, described as follows. "N. by Public road, S. by Santos Candelaria and G. Duran, E. by Dan Kelley et al., W. by entrance road. Marked in tax roll: 1/4/19, Government land, \$11.82." (Probably indicates that the first half of that year has been paid.)

For year 1909, probably assessed in name of Mrs. H. W. Hardy, are also apparently unpaid.

For year 1918, probably also unpaid. Assessed in name of P. S. Case for this year.

Please send a regular bill on your official forms for taxes due.

We do not have a school-district plat of your county, hence ask that you please ascertain this necessary data from your county assessor's office.

Thanking you for your prompt attention, we are,

Very truly yours,

Please make your statement include all interest charges and penalties as for payment during the month of May, this year.

P W DENT CPH

District Counsel.

THIS IS TO CERTIFY That on April 20, 1919, I personally talked with Santos Candelaria of Chamberino, New Mexico, and ascertained from him the following facts, all of which said Santos Candelaria affirmed in a very positive manner and with a good degree of intelligence:

That he is an old resident of Chamberino, New Mexico, and was personally acquainted with Francisco Lucero during his lifetime, said Francisco Lucero being described by myself to said Santos Candelaria as the patentee of a grant dated December 16, 1882, for certain lands in the Refugio Grant abstracted in Southwestern Abstract and Title Company Abstract No. 4582; that said Francisco Lucero has for a long time, indefinitely stated, but for more than ten years, been deceased; that he was twice married, his first wife being named Juana; that at the time of his decease the members of his family, either by his first or his second wife, and all of them, were Teresa G. Lucero, his second wife; Thomasa Albillar, a married daughter; Casimiro Lucero, a son; Felicita Albillar, a married daughter, said parties being the same as those named in a certain affidavit by Juan B. Saenz dated August 24, 1909, appearing in above described abstract of title and being read to said Santos Candelaria by myself; and that there were no deceased members of the family of said Francisco Lucero at the time of his death whose representatives might claim any part of his estate, by either his first or his second wife; and that said Santos Candelaria did not know of any other person who was familiar with the family of said Francisco Lucero.

And I further certify that said Santos Candelaria was willing to swear to the above facts, but did not wish to do so unless a Mexican notary public took his oath; that the town of Chamberino is in an isolated location and that it would have entailed considerable expense for transportation to bring said parties together for this purpose; and that after due inquiry I learned that said Santos Candelaria is a reputable citizen, and am convinced that he is acting in good faith in all of the matters hereinbefore stated; and I also certify that it is apparently impossible to learn of any other person who is familiar with the person and estate of said Francisco Lucero.

C F HARVEY

El Paso, Texas,
April 21, 1919.

Clerk.

CH

El Paso, Texas, April 14, 1919.

Mr. Santos Candelaria,
Chamberino, N. Mex.

Dear Sir:

We are still without an answer to our letter of March 31 in reference to the Francisco Lucero affidavit. Kindly do not overlook this matter, as it is very important in closing a United States Government land purchase for the Reclamation Service.

Again thanking you for the trouble you are put to, we are,

Very respectfully yours,

P W DENT CPH
District Counsel.

YOUNG & YOUNG
Attorneys at Law
LAS CRUCES, N.M.

April 5th, 1919.

Mr. P. W. Dent,
District Counsel,
United States Reclamation Service,
El Paso, Texas.

Dear Sir:

Replying to your letter of the 31st
ult., we would say that we have made inquiry,
and have been unable to ascertain the date of
the death of Francisco Lucero.

Yours very truly,

RLY-MMH.

Young & Young

El Paso, Texas.
March 31, 1919.

Mr. R. L. Young, Attorney at law,
Las Cruces, New Mexico.

Dear Sir:

Again referring to the matter of the land purchase from F. S. Case, which involves a title running thru the abstract to Francisco Lucero, we are asking if you can ascertain the date when Francisco Lucero died, or at least the approximate date of his death. We sent an affidavit as to the heirs of Francisco Lucero to Santos Candelaria at Chamberino, this man being a party whom Mr. Case advised us was familar with the Lucero family. Mr. Candelaria does not respond to our request for an affidavit and while we would like to secure both the date of Francisco Lucero's death and the affidavit also, and have asked Candelaria for both of them, it may be possible that sufficient showing could be made if we could learn the date of the death only without the affidavit. Therefore, we are asking you if you know when Mr. Lucero died.

Thanking you for your trouble, we are,

Yours very truly,

P.W.Dent

District Counsel.

El Paso, Texas,
March 31, 1919.

Mr. Santos Candelaria,

Chamberino, N. M.

Dear Sir:

With our letter of February 24th we sent you an affidavit in regard to the heirs of Francisco Lucero, which affidavit was based upon the information you gave us in your letter of February 20th. To date we have not received this affidavit and trust you will not neglect it.

We would also like to know, if possible, the date when Francisco Lucero died. In sending back the affidavit, kindly write us stating the date of this man's death, or the approximate date if you do not know the exact date.

Again thanking you for your trouble in this matter, we are,

Yours very truly,

P.W.Dent

District Counsel.

Denver, Colorado, February 26, 1919.

District Counsel Edwin H. Peery,

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

Title to land to be purchased from F. S. Case and wife, - Rio Grande Project, N.M.

1. I have considered your letter of February 15, 1919, returning abstract in the matter of the above purchase and stating that you are endeavoring to secure confirmation as to who are the heirs of Francisco Lucero, deceased, arising by both his first and second marriages.

2. You ask if I cannot modify my opinion of November 26, 1918, so as to accept title under a holding of at least ten years under Section 3364, New Mexico Statutes, 1915, in view of your anticipation that you will be at a loss to get a better affidavit than that of Mr. Juan B. Saenz shown at page 11 of the abstract.

3. In my opinion of November 26 last I found that there were no serious objections to the title except a more concise statement of the heirs of Francisco Lucero, deceased. It appears that the latter, in whose name the property to be acquired was taken, was twice married; that his wife on April 3, 1884 was named Juana and that his wife on May 29, 1901, was named Teresa Garcia. The affidavit at page 9 of the abstract sets forth the names of certain persons whom the affiant stated to be the sole and only heirs of said deceased without stating their relationship excepting the relationship of the widow, Teresa G. Lucero. At the date of the affidavit, August 24, 1909, the widow had intermarried with one Tomasa Albillar, who was named as one of the heirs, - probably for that reason. Another person named as an heir was Jose Albillar, whose wife was Felicita. It is possible that the wife may have been a daughter of the deceased, and if so, she was a daughter of the first marriage.

4. It is always unsafe to accept the opinions of affiants as to who are the only heirs of a deceased person, it being better to have them state only the relationship and from such statement the question of heirship can be determined. It is probable that the property was the community property of Francisco Lucero and his first wife Juana and upon her death her interest would pass to her heirs, who would be her husband and children. The statute of limitation would not begin to run against her interest until after the death of her husband and this date should be ascertained if possible.

5. The affidavit furnished at page 23 of the abstract shows adverse possession of "F. S. Case and his grantors and predecessors in interest for the past twenty-five (25) years." This affidavit is dated August 10, 1909, which puts the period of beginning of such possession at 1884. It does not, however, appear whether the affiants took into consideration the community interest of the wife Juana, against which interest the statute would not begin to run until the death of her husband, Francisco Lucero.

6. It would seem to be possible to fix this date at least approximately and if more definite information concerning the heirship of Francisco Lucero cannot be obtained a certificate to that effect should be prepared showing due inquiry and the title may thereupon be accepted if sufficient time has elapsed since the death of said Lucero.

7. The abstract is herewith returned for the further showing indicated.

Enc.

CC-Chief Counsel, Wash. D. C.

Edwin H. Peery.

El Paso, Texas,
Feb. 24, 1919.

Mr. Santos Candelaria,
Chamberino, N. M.

Dear Sir:

Receipt is acknowledged of your letter of February 20th, and we wish to thank you for the kindness you have shown in the very painstaking manner in your undertaking to answer our recent communication in regard to the children of Francisco Lucero.

We have embodied the information you have given in the form of an affidavit and ask that you please swear to this if it agrees with the facts, and return it to this office at your early convenience.

We understand by your letter that Jose Albillar is a step-child and that Felicita Albillar is not a child by the first marriage. We are inclined to think you mean that Jose Albillar was a child of Teresa G. Lucero by some former marriage of hers before she married Francisco Lucero. This is the only way that we can account for Jose Albillar being a step-child and have embodied a statement to this effect in the affidavit submitted herewith. If this is not correct, will you please change the affidavit so that it will state the facts in the case.

If you are put to the expense of a notary fee in making this affidavit, kindly advise us how much it is and we will endeavor to reimburse you.

Yours very truly,

P.W.DENT
By C.F.Harvey

Enc 1.

District Counsel.

Chamberino, N.M.
Feb. 20, 1919.

Mr. P. W. Dent,
District Counsel,
Department of the Interior,
El Paso, Texas.

Dear sir:

In answer to your letter I will say that by his first marriage Francisco Lucero had one son Casimiro Lucero whose wife Luz Duran de Lucero died and I fail to remember the name of his second wife.

The others mentioned here are stepchildren, being children of his second wife.

Felicitas Alvillar is not a child by the first marriage but was the wife of José Alvillar, which said José, is a stepchild. probably by some former woman at Terrell, Texas.

El Paso, Texas, February 15, 1919.

From: District Counsel.
 To: Edwin H. Peery, District Counsel, Denver, Colo.,
 Subject: Title to Land to be Purchased from F. S. Case and
 Wife - Rio Grande Project.

1. With reference to your opinion of November 26, 1918, we are endeavoring to secure some confirmation as to who are the heirs and all the heirs of Francisco Lucero arising by both his first and second marriages. Due to a number of circumstances, which you will readily appreciate, in connection with titles in this district, we are not making very good headway. We are, however, today writing a certain old Mexican of ancient residence near the land in question and it may be that we can get some pertinent facts from him. However, we doubt it.

2. Anticipating that we are going to be at a loss to get better affidavit than that embodied in the Juan B. Saenz affidavit in the abstract and referred to in the opinions on title, we desire to ask if you cannot modify your opinion to the extent that we may accept the title under a holding of at least ten years in possession under Section 3364 N. Mex. Statutes, 1915, Code. This ten year limitation is rather liberal both as to the original grantees and heirs and assigns. The Saenz affidavit is dated August 24, 1909, and to supply the necessary ten years the title would have to run until August 24th of this year. That is, as to heirs by the second marriage of Francisco Lucero; as to the heirs by the first marriage, however, the period of ten years has undoubtedly been complete for sometime. The New Mexico Limitation by Statute (Infra) does not, of course, begin to run against minors until one year after the termination of their disability to commence an action. The United States is to acquire but 2.68 acres for a money consideration of \$135.00, and in view of all the facts in the case, it hardly seems probable that any possible parties at present unknown, would attack the title to be vested in the Government. We concur in your opinion dated November 26, 1918, that there may be a possible outstanding interest. We are not of the opinion,

Supra

however, that with the small purchase involved it would be unsafe for the United States to pay the consideration with the title in its present condition.

3. In endeavoring to get some further information as to the heirs of Francisco Lucero, Mr. Case referred us to his attorneys, who had passed upon this title and in discussing some other features of the title with these attorneys, the following points were raised:

4. That the lands in the Refugio Colony Grant were of a public character (that is, they may or may not have been all settled at the time the grant was recognized by the Mexican Government); that the first sovereign was the Republic of Mexico; that sovereignty passed to the United States by the cession of that part of New Mexico; that subsequently the Territory of New Mexico was created and became a sovereign; that the Territory of New Mexico by Act of the Legislative Assembly March 7, 1884, created a body corporate under the same style as the Grant of the Colony of Refugio, this corporation being authorized to grant vacant lands within the incorporated limits of the Grant. The deed from the Mexican Special Commissioner to Francisco Lucero is dated December 16, 1882, or prior to the New Mexico law creating the corporation of Refugio. In this connection, Mr. Case's Attorneys have referred us to City of Monterey vs. Jacks, 139 Cal. 542, 73 Pac. 436. At the present writing we have not the benefit of a reading of this case and do not believe it would alter the opinion which we have heretofore held as to titles under these Mexican Grants, namely, that if the original grants, as that of the Mexican Commissioners to Francisco Lucero, Dec. 16, 1882, recite certain possession and improvements by the grantees, subsequent laws and grants thereunder were merely in confirmation of the old original Mexican grants and a consideration of the dates of the Acts chronologically would not generally, and in the case under discussion, be a means of making a finding that would *vitiate* the title running from the original settlers. In this connection we again note the affidavit by Jesus Ochoa and P. H. Bailey, dated August 10, 1909, and reciting possession in F. S. Case and his predecessors in interest for 25 years (page 23 of abstract). We are merely *re*citing the above ~~instances~~ as to foundation of title for what they may be worth if you desire to over-rule our opinion with a view, possibly, to obviate the necessity of further showing as to the heirs of Francisco Lucero, should you still be of the opinion, after considering the matters first brought to your attention in this communication, that further showing as to such heirs is necessary.

5. As stated above, all these matters are presented for your consideration that we may be advised if you will accept title in its present condition, subject, of course, to all taxes being paid up to date.

P.W.DENT
By C.F.Harvey

Incl. Abstract.

El Paso, Texas,
February 15, 1919.

Mr. Santos Candelaria,

Chamberino, New Mexico.

Dear Sir:

This office is examining title to land near Chamberino, which was originally granted to and held by Francisco Lucero, which land is in the Refugio Grant. Mr. Case, the present owner of this land, has referred this office to you as being an old resident in the vicinity and as being familiar with the heirs of Francisco Lucero, and we are asking that you kindly advise us, if you can, upon the following points:

The record of the title indicates that Francisco Lucero was married twice, his first wife being Juana Lucero and his second wife Teresa G. Lucero. We understand that the heirs of Francisco Lucero at the time of his death were

Teresa G. Lucero, his second wife,
Thomasa Albillar,
Casimiro Lucero and his wife, Luz Duran
de Lucero
Felicitia Albillar and Jose Albillar, her
husband.

It appears that the first three parties named are heirs by the second marriage of Francisco Lucero and that Felicitia Albillar is probably a child by the first marriage. We desire to know if these parties are all of the heirs of Francisco Lucero at the time of his death by the first and second marriages. If these are all of the heirs will you kindly write us a letter to this effect. If you know of other parties who might be heirs by either of Francisco Lucero's marriages, kindly state the names of all parties and if they are still living.

Please let us have an answer to this letter as soon as possible. The information is required by the United States Government and the matter is important.

Thanking you for whatever information you may be able to give us,

Yours very truly,
P.W.DENT
By C.F.Harvey
District Counsel.

YOUNG & YOUNG
Attorneys at Law
LAS CRUCES, N.M.

February 14, 1919.

Mr. P. W. Dent,
District Counsel,
United States Reclamation Service,
El Paso, Texas.

Dear Sir:

On December 27th, 1918, I received a letter from Mr. C. F. Harvey, Assistant District Counsel, relative to the title to certain land in Doña Ana County, New Mexico, owned by Mr. F. S. Case. The particular point to which Mr. Harvey directed attention was the possible interest of Juana Lucero, first wife of Francisco Lucero.

On the 3rd instant you forwarded to me the abstract of title of this land, since, which I have gone over the same.

My conclusion is that the title to this land was initiated on August 10th, 1909, by the deed executed by the Grant of the Colony of Refugio to F. S. Case. I have had occasion to consider this question before. I do not believe that Mr. Case's grantors and apparent predecessors in interest, had any title to the land, and am of the opinion that the deed from the Grant of the Colony of Refugio is the only instrument in the record by which title was conveyed.

The lands in the Refugio Colony Grant were of a public character. ^{settled however} The first sovereign was the Republic of Mexico. Sovereignty passed to the United States by the cession of that part of New Mexico. Subsequently, the Territory of New Mexico was created, and became the sovereign. The Territory of New Mexico by Act of the Legislative Assembly approved March 7,

U.S. 46-10
granted to
Ref. Colony
"in trust for"
land for
residents

Mr. P.W.Dent-- #2.

1884, created " a body corporate and politic, under the same style of the Grant of the Colony of Refugio." This corporation was authorized to "grant, give and otherwise dispose of vacant lands within the incorporated limits (of the grant), make, execute and deliver good and sufficient deeds of conveyance, etc."

The deed executed by Ygnacio Orrantia, "Special Commissioner," to Francisco Lucero, on December 16th, 1882, (item 7), is, in my opinion, in view of the public character of the land, without any value whatever. Not until the approval of the Act of the legislature referred to could these lands be conveyed.

I think you will be interested in reading the case of the City of Monterey v. Jacks, 139 Cal. 542, 73 Pac., 436, in which case the doctrine of substituted sovereignty and the right of the legislature to act, is discussed. Also, the subject has been discussed to some extent in the Kahoka land cases, by the Supreme Court of Illinois.

It is needless to point out to you that the grant made by the Republic of Mexico was not to any particular person or persons.

Yours very truly,

R. L. Young.

RLY/PL

El Paso, Texas,
Feb. 3, 1919.

Mr. R. L. Young, Attorney,
Las Cruces, New Mexico.

Dear Sir:

Your letter of January 14th in regard to the F. S. Case title is at hand.

I note that you are willing to look over the abstract of title if we send it to you and thereby see if you can set us right as to the matters raised in our letter of December 27th. This office does not wish to impose upon your time, but are glad to avail ourselves of the opportunity to get the information if you can give it to us without any inconvenience. We are therefore sending the abstract of title herewith. There is also enclosed a franked envelope, which you may use in which to return this abstract when you have finished with it.

In connection with our letter of December 27th, you are advised that Francisco Lucero's first wife appears in the abstract at pages 8 and 9.

The Juan B. Saenz's affidavit appears at page 11.

The second wife of Francisco Lucero, Teresa Garcia de Lucero, appears at page 10.

In the event that we should have to go to Santos Candelaria, who is mentioned in our previous letter and who Mr. Case states has some knowledge of the parties to the title, we again ask whether you can advise us as to this man's intelligence and present address.

Thanking you very much for your kindness in this matter,

Yours very truly,

P.W.DENT

By C.F.Harvey

RICHARD L. YOUNG

DONALD W. YOUNG

YOUNG & YOUNG

Attorneys at Law

LAS CRUCES, N.M.

January 14, 1919.

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

Dear Sir:

Replying to your letter relative to the title to land of Mr. F. S. Case, I would say that I cannot recall anything relative to this title, and have been unable to find a copy of an opinion in our files.

A great many of these matters pass through our office, and this particular one may have escaped my memory.

If you will forward the abstract to me, I may be able to clear the matter up.

Yours very truly,

R. L. Young

RLY/PL

Gage N.M.12-23-18.

C.F.Harvey, Asst. District Counsel, El Paso Tex.

Dear Sir;

Re Replying to yours Nov.30th. reference to land conveyed to United States in Contract dated April 9th. 1918. I am sending you herewith original Abstract also Warranty & quit claim deeds and other correspondence relative to Title to land. Attorney R.L.Young went into this matter thoroughly at time I bought this land, 1909. Papers sending you may help to clear up title after they have answered the purpose, kindly return to me. Santos Candalaria an old resident at Chamberino could probably make affidavit as to heirs tax of Francisco Lucero. As regards to unpaid taxes if found back taxes due, you may pay such taxes taking receipt for same and turn to me as cash in final settlement.

Yours truly,
F.S.Case

El Paso, Texas,
Dec. 27, 1918.

Mr. R. L. Young, Attorney at Law,
Las Cruces, New Mexico.

Dear Sir:

In connection with purchase of a right of way for the Rio Grande project running across land owned by F. S. Case in the southwest quarter of southwest quarter of section 18, and northwest quarter of northwest quarter of section 19, township 26 south, range three east, Dona Ana County, we are obliged to make some inquiry concerning the title to this land and Mr. Case has referred to you as being familiar with this title. Our opinion on the title raises some matters that are more technical than anything else and we do not regard them as really going to a marketable title, and we do not question Mr. Case's present holding. We are therefore, taking the liberty of asking if you can, without a great amount of trouble, give us some information as to the following:

Francisco Lucero's first wife appeared to have been one Juana Lucero. At the time of his death the records show that he had again married, the name of the second wife appearing to be Teresa Garcia de Lucero. In the abstract of title we find an affidavit made by one Juan B. Saenz, dated August 24, 1909. This affidavit is to the effect that certain persons therein named are the sole and only heirs of said Francisco Lucero. These parties are named as follows:

Teresa G. Lucero
Thomas Albillar
Casimiro Lucero and wife, Luz Duran de Lucero
Felicita Albillar and Jose Albillar.

The affidavit is quite positive as to the heirs of Francisco Lucero himself, and these heirs include, as you will note, Teresa G. Lucero, who was his second wife. However, the affidavit apparently ignores the interests of Juana Lucero, the first wife, and any possible heirs of hers. We must learn, if it can possibly be done, what became of the first wife, Juana Lucero (who probably died) and the names of all of her children, or other heirs if she had any, and also if the affidavit above referred to, included all of the heirs arising from the second marriage.

In the affidavit above referred to you will note the name of Jose Albillar who, it appears in subsequent conveyance, is the husband of Felicita Albillar. We are not clear what relation said Jose Albillar sustains to Francisco Lucero, but presume his interest arises by reason of marriage to Felicita Albillar, who we take it must have been a child by the first marriage of Francisco Lucero. However, we would like to clear up the matter of relationship these parties bear to the land.

Mr. Case refers to one Santos Candalaria as being an old resident at Chamberino, who is familiar with these Mexicans who formerly held an interest in the land. If you cannot state as to the matters we are raising, will you kindly advise us if Candalaria is an intelligent person with whom we might correspond, or whether you think it would be necessary to see him personally and interrogate him with an interpreter.

Thanking you for any information you may be able to supply, I am,

Yours very truly,

C.F.HARVEY

Assistant District Counsel.

El Paso, Texas,
Dec. 27, 1918.

Mr. F. S. Case,

Gage, Luna County, N. M.

Dear Sir:

Receipt is acknowledged of your letter of the 23rd instant forwarding an abstract and other papers relating to the land title involved in right of way for Mesilla Valley West Drain.

All of these papers are abstracted in the abstract of title that we already had and therefore will not throw any new light on the title, and we are returning them to you herewith.

We shall act upon your suggestion and get in touch with Mr. Young, the Las Cruces attorney, or with Santos Candalaria. We thank you for the reference to these parties and shall try to clear the title up to our satisfaction without delay. We will let you hear from us further as soon as we are in a position to draw a deed running to the United States and make final settlement.

Yours very truly,

C.F.HARVEY

Enc 1.

Assistant District Counsel.

El Paso, Texas,
Nov. 30, 1918.

Mr. Fred S. Case,

Cage, Luna County, N. M.

Dear Sir:

Examination has been made of title to land you agreed to convey to the United States in contract dated April 9, 1918, and we find as follows:

Title to this land was vested in Francisco Lucero by the Grant running from the Refugio Colony to him. Said Francisco Lucero held title until his death, which evidently occurred sometime shortly before August 24, 1909.

Said Francisco Lucero's first wife appeared to have been one Juana Lucero. At the time of his death the records show that he had again married, the name of the second wife appearing to be Teresa Garcia de Lucero. In the abstract of title we find an affidavit made by one Juan B. Saenz, dated August 24, 1909. This affidavit is to the effect that certain persons therein named are the sole and only heirs of said Francisco Lucero. These parties are named as follows:

Teresa G. Lucero
Thomasa Albillar
Casimiro Lucero and wife, Luz Duran de Lucero
Felicita Albillar and Jose Albillar

The affidavit is quite positive as to the heirs of Francisco Lucero himself, and these heirs include, as you will note, Teresa G. Lucero, who was his second wife. However, the affidavit apparently ignores the interests of Juana Lucero, the first wife, and any possible heirs of hers. We must learn, if it can possibly be done, what became of the first wife, Juana Lucero (who probably died) and the names of all of her children, or other heirs if she had any, and also if the affidavit above referred to, included all of the heirs arising from the second marriage.

In the affidavit above referred to you will note the name of Jose Albillar, who, it appears in subsequent conveyance, is the husband of Felicita Albillar. We are not

#2.

clear what relation said Jose Albillar sustains to Francisco Lucero. but presume his interest arises by reason of marriage to Felicita Albillar, who we take it must have been a child by the first marriage of Francisco Lucero. However, we would like to clear up the matter of relationship these parties bear to the land.

The tax certificate in the abstract of title shows taxes unpaid for the years 1897, \$2.91; last half of 1908 amounting to about \$11.82 (the tax statement is not entirely clear as to this year); and 1909 amounting to \$10.34. We understand the tax roll for 1918 is still not completed. The taxes will have to be paid fully up to date before the United States can accept your warranty deed and close the transaction.

The above is written with the idea that you are familiar with the parties involved in your chain of title, or can put us in touch with someone who is. It will be necessary to secure an affidavit clearing up the matter stated herein as to the heirs of Francisco Lucero and, of course, until this is done this office is at a stand still in endeavoring to close the transaction. If you know of a party who can make such an affidavit, it will be best to have him call at our office in the Mills Building and then we can discuss such information as he may have. If you can supply this information yourself, we ask that you either call or write very fully such facts as you know.

After the title and taxes are cleared up, we will call upon you for warranty deed and after this is recorded and the abstract of title is brought up to date to include the deed and any other matters of record, we will be in a position to deliver check for the amount due you.

Yours very truly,


Assistant District Counsel.

Denver, Colo., November 26, 1918.

District Counsel Edwin H. Peery,

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

Opinion on title to land to be purchased from F. S. Case and wife
for the Mesilla Valley West Drain - Rio Grande project, N.M.

1. I have examined the opinion of C. F. Harvey, Assistant District Counsel, in the form of a letter of transmittal dated August 29, 1918, together with abstract and other papers submitted therewith relative to the title of F. S. Case and Florence E. Case, his wife, to a strip of land approximately 120 ft. wide extending in a Northwesterly direction thru portions of the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 19, and the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 18, in Township 26 South, Range 3 East, N.M.P.M., in Dona Ana County, New Mexico, containing 2.68 acres. This parcel of land the United States is proceeding to acquire from F. S. Case and Florence E. Case, his wife, in pursuance of their agreement of April 9, 1918, to convey the same to the United States for a consideration of \$135.00, the United States also to build a flume necessary for the irrigation of the land of the vendors of which the tract to be purchased constitutes a part.

2. The Assistant District Counsel is of opinion that the question of title rests largely upon a consideration of whether the interests of the heirs of Francisco Lucero have been satisfactorily accounted for but he does not express a positive opinion as to the state of the title but leaves it to be inferred that if such interests have properly been obtained title to the premises to be purchased is vested in the vendor subject to certain liens for taxes to which he refers.

3. The strip of land described in the agreement of sale extends thru and constitutes portions of three separate tracts which themselves are portions of a larger tract granted to Francisco Lucero by Ygnacio Orrantia, Special Commissioner of San Luis del Chamberino in the Refugio Grant (entry No. 7).

4. The original grantee joined by his wife Juana executed a mortgage April 3, 1884, to Mariano Barela (entry No. 8), which was afterwards duly satisfied. On May 29, 1901, Francisco Lucero and his wife Teresa Garcia de Lucero, conveyed a tract of land to Jose Albillar, which tract is designated by the abstractor as the Albillar interest in a plat shown at entry No. 2. This indicates that between the date of executing the mortgage and the date of the deed to Albillar Francisco Lucero had lost his former wife and had remarried.

5. It appears by affidavit shown at page 11 that Francisco Lucero died leaving as his heirs his widow Teresa G. Lucero and others, to-wit: Thomasa Albillar, Casimiro Lucero and wife, Luz Duran de Lucero, Jose Albillar and Felicita Albillar, who appears by subsequent deed to have been the wife of Jose.

6. The relation of these parties excepting that of the widow is not stated. It would appear from later deeds that Teresa G. de Lucero later became the wife of Tomasa Albillar (entries Nos. 19 and 22). In deed No. 19, to which Assistant District Counsel refers, the name Tomasa Lucero appears in the body of the instrument, but the name Tomasa Albillar appears in the signature and the acknowledgement. This is evidently an error in drafting the deed and the name Tomasa Lucero does not indicate a new party having an interest in the premises.

7. The Casimiro Lucero mentioned in the affidavit at entry No. 11 may well have been the child of the first or of the second marriage, but there is nothing in the names to indicate any relation of Jose Albillar to the original grantee. He figures too early in the transactions to have been the son of the marriage of Tomasa Albillar and Teresa G. de Lucero.

8. Under these circumstances I think it advisable to obtain if possible an affidavit setting forth the fact that Francisco Lucero was twice married, his first wife being named Juana and his second Teresa Garcia, reciting the death of his first wife and the names of her children together with the names of the children of the second wife and also the relation which Jose Albillar sustains to Francisco Lucero or to either of his said wives.

9. It is not clear that tracts conveyed by deeds at entries, or pages, Nos. 10, 12 and 17, constituted a portion of the grant to Francisco Lucero shown at entry No. 7, but considering that the grant shown in the latter instrument was very large and indefinite as to boundaries and the fact that the abstractor has assumed that these parcels so conveyed were portions of the original grant, I am inclined to pass the title notwithstanding the indefiniteness of description especially as the title to said several parcels was afterwards affirmed by a deed of quit claim from the grant of the Colony of Refugio (entry No. 21).

10. Excepting the uncertainty as to the heirs of Francisco Lucero and taxes shown at entry No. 25, I see no serious objection to the title as presented by the abstract. At entry No. 23 it is shown that the parties proposing to convey to the United States and their predecessors in interest have been in open, continuous, adverse and undisputed possession of the premises for the past 25 years.

11. The certificate excepts a claim of O. H. Baum and H. M. Maple and those in privity with them based on a contract with the grant of the Colony of Refugio dated July 8, 1908, recorded in Book No. 1, page 210, Miscellaneous Records of Dona Ana County, New Mexico. It would have been advisable to have had this contract extended into the abstract but since it is subsequent in date to the original grant to Francisco Lucero, it is apparent that the rights of the vendor are superior to any arising under the contract.

12. Upon examination of the abstract and papers transmitted therewith, I find that on June 13, 1918, date when the abstract closed, good title to the premises proposed to be conveyed was vested in F. S. Case except and subject as follows:

(a) A showing of the relationship of the persons mentioned in the affidavit at entry No. 11 with Francisco Lucero, deceased, and his wife Juana Lucero and his wife Teresa Garcia de Lucero, and that the persons mentioned in said affidavit were the heirs and only heirs of said Francisco Lucero and his wife Juana Lucero, deceased, if she is dead, or if she is living that her interest has been obtained by the vendor;

(b) Taxes for the years 1897, 1908 and 1909 as shown at entry No. 25. Taxes for the year 1918 should also be paid if the lien thereof has attached before the transaction is concluded.

13. Certain variations in name have been noted, but I do not consider the same material in view of the practice among the Mexican population of changing the name with marriage or upon the decease of a spouse.

14. After the matter of the heirship has been made clear as above indicated and taxes shown at entry No. 25 have been paid, the agreement of sale may be carried into effect by accepting a deed from the vendors executed upon the form in common use in the state of New Mexico, and by placing the same of record, after which the abstract should be continued to include such record; provided no changes have occurred adversely affecting the estate of the vendors or liens incurred which have not been removed since the date when the abstract closed. The extension of the abstract should include the record of all instruments necessary to perfect the title.

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

16. The communication of Mr. Harvey altho not positive as to the title will be accepted as the opinion of the District Counsel prescribed by the Reclamation Manual.

CC-Ch. Counsel, Wash. D.C.

Edwin H. Peery.

Encs: 1. Opinion of Asst. D.C. Harvey.

2. Blue print; 3. Agreement of sale; 4. Abs.No. 4582 of The Southwestern AB3. & TITLE CO.

El Paso, Texas, August 29, 1918.

From Assistant District Counsel

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

Subject: Title in F. S. Case - Rio Grande project.

1. Transmitted herewith for your opinion as to title is abstract and original agreement to sell relating to F. S. Case land in Dona Ana County, New Mexico.

2. Upon examination of this abstract we find as follows:

The proposed land purchase is for right of way for the Mesilla Valley west drain, which drain crosses three tracts of land designated on the plat at page 2 of the abstract as the Jose Alvillar interest, the Casimiro Lucero interest, and the Teresa G. Lucero interest, which will be referred to respectively as these named tracts.

Title to a larger tract of land, evidently including the above named tracts, is vested in Francisco Lucero by grant from the officers of the Refugio Grant. (Pp. 3, 4, 5, 6, and 7 of abstract.) A miniature plat not with orientation or other definite reference to the plat on page 2, is shown on page 7. There is also copy of some Spanish "Minutes" of "Commissioners of Precinct No. 7" given on page 7, which this office has not thought necessary to have translated, but which will be done for the benefit of further examination if you think necessary.

The above entire larger tract was mortgaged and the mortgage duly released. (Pp. 8 and 9.) In these instruments the name of the wife of Francisco Lucero is given as Juana Lucero, to which name further reference will be made.

Francisco Lucero and wife, Teresa Garcia de Lucero, conveyed to Jose Albillar the Jose Alvillar tract shown on the plat at page 2. (P. 10 of abstract.)

It is noted that the name of the wife is different from that given in the mortgage and release referred to above. The husband in this case had evidently lost his wife Juana through death or otherwise and remarried before conveying to Jose Albillar. The interests of the former wife Juana are probably accounted for in the affidavit shown at page 11, wherein her children, if she had any, are probably named, and in the conveyance by all these heirs named which appears at page 22. It is

to be regretted that the affidavit at page 11 was not more explicit on this point.

Casimiro Lucero and Luz duran de Lucero, husband and wife, two of the heirs of Francisco Lucero, deceased, named in the affidavit of Juan B. Saenz (p.11) conveyed to Jose Albillar what is designated as the Casimiro Lucero tract on the plat at page 2. (P. 12 of abstract.)

Jose Albillar and Felicita Albillar conveyed to P. H. Bailey both the Casimiro Lucero tract and the Jose Alvillar tract (p. 14). This deed of conveyance was evidently not signed by the wife of Jose Albillar, and a corrective deed carrying both signatures appears on page 15.

P. H. Bailey conveyed to Mrs. H. W. Hardy the above named two tracts (p.16).

Dropping the consideration of the Jose Alvillar and Casimiro Lucero tracts for the moment, we find that Casimiro Lucero and Luz Duran de Lucero conveyed to Teresa Garcia what is designated as the Teresa G. Lucero tract on the plat at page 2, the grantee in this instrument being the wife of Francisco Lucero, who was the original grantee of the Colony, the grantors in this instrument being two of the heirs named in the affidavit at page 11.

Teresa G. de Lucero and Tomasa Lucero conveyed to Mrs. H. W. Hardy the Teresa G. Lucero tract. (P.19) We are unable to identify Tomasa Lucero and she is not named among the heirs in the affidavit given at page 11. This instrument passed some years after the making of this affidavit, and it is possible that this person is the same one named in the affidavit as Thomasa Albillar, although in a subsequent conveyance, the confirmation deed given at page 22, the name of Tomasa Albillar again appears.

The above instruments bring the chain of title in the three different tracts or interests to Mrs. H. W. Hardy.

Mrs. H. W. Hardy and H. W. Hardy, her husband, conveyed all three tracts to F. S. Case (p. 20). A confirmation grant from the Colony to F. S. Case appears on page 21, and a corrective instrument including all the heirs named in the affidavit at page 11 as grantors and running to F. S. Case appears at page 22. An affidavit appears at page 23 to the effect that F. S. Case and his grantors and predecessors in interest have been in ~~adverse~~ possession of the land for 25 years continuously prior to August 10, 1909, the date of the grant from the

Colony and the corrective instrument above described. It is noted that the dates of these instruments are prior to the date of the conveyance in the regular chain running from Mrs. Hardy and her husband to Case (p. 20), which date is August 28, 1909.

Other instruments are recorded in regard to notice of lien to Elephant Butte Water Users' Association of New Mexico and suit to adjudicate appropriations of the waters of the Rio Grande, which will not materially affect the title that would vest in the United States, and statement of taxes appears at page 25, which latter will, of course, receive due attention before deed running to the United States is accepted.

3. This office is of the opinion that the question of title rests largely upon a consideration of whether the interests of the heirs of Francisco Lucero, and the heirs themselves, have been satisfactorily accounted for. If all the heirs are included in the conveyance appearing at page 22, this question is disposed of, provided that any possible interests of Juana Lucero, the first wife of Francisco Lucero, are included. No record of probate proceedings is given, and, barring the possible ill reputation of affiant, the affidavit as to the heirs made by Juan B. Saenz (p. 11) is probably as good evidence in the case as we would be able to secure at this late date. Some differences in the spelling of several of the names through whom title passed is noted, but in every case these differences would seem to be due to only the variation in English and Spanish style. You may also find it advisable to secure a more decisive relation between the plat given on page 2 and that on page 7. However, we think this is a matter well within the responsibility of the abstractor.

C F HARVEY

2 incls. Abstract
contract (with blueprint)

El Paso, Texas, August 27, 1918.

Mr. F. S. Case,
Cage, N. Mex.

Dear Sir:

Receipt is acknowledged of your letter of the 21st instant, inquiring as to when you may expect settlement of the agreement to sell land necessary for the west drain. We have had the abstract of title on hand for some time and realize that examination of same has been unduly delayed. We will put this matter to the front and if the title proves to be satisfactory will soon be able to draw warranty deed and make payment to you for the amount due you.

Very truly yours,

C F HARVEY

Assistant District Counsel.

Beginning at the southwest corner, a point on the property line between the Grantor proposed herein and Santos Candelaria, from which the northwest corner of said section nineteen (19) bears north $70^{\circ} 18'$ west one thousand seventy-eight and five-tenths (1,078.5) feet, running thence north $12^{\circ} 24'$ west nine hundred sixty-six and two-tenths (966.2) feet to the northwest corner, from which the southwest corner of said section eighteen (18) bears south $54^{\circ} 19'$ west nine hundred ninety-four and six-tenths (994.6) feet; thence south $66^{\circ} 11'$ east two hundred eighty-eight and two-tenths (288.2) feet along the property line between the proposed Grantor herein and Thomas Kelley; thence south $12^{\circ} 24'$ east eight hundred thirty and two-tenths (830.2) feet; thence south $59^{\circ} 31'$ west one hundred thirty-six and eight-tenths (136.8) feet along the property line between the proposed Grantor herein and Santos Candelaria, to the point of beginning, said tract containing two and sixty-eight hundredths (2.68) acres, more or less.

161.1

828.5

Gage 721-18

Harvey

Mr L W Lawson

Project Mgr
El Paso Tex

Dear Sir:

Some month ago I executed a deed and later had abstract made, for land I got put Cabal through at Chambers. As yet have not received pay for this land I need this money very badly of course I appreciate the fact that it takes a long time to put through a deal of this kind but it seems that there should have been ample time to have this straightened out. Please let me know what prospects are

Yours truly
Gage 721, J. A. Rose

CH

El Paso, Texas, May 3, 1918.

Mr. Fred S. Case,

Gage, Luna County, N. Mex.

Dear Sir;

You are advised that the contract which you entered into for conveyance of right of way for the Mesilla Valley west drain, dated April 9, 1918, has been approved and is to-day being mailed to the County Clerk at Las Cruces for official record.

In accordance with this agreement you are to furnish abstract of title to the land, and of course this abstract will have to be in this office before we can proceed further toward payment of the amount due you. We take it that you understand that the Southwestern Abstract and Title Company are about the only people in the business who can supply abstracts for Dona Ana County Lands. This company is located at Las Cruces, and a reference to your contract of above date will give them access to it in the County Clerk's office and supply them with the necessary information in working up the abstract.

Very respectfully,

F W DENT CWH

District Counsel.

CH

El Paso, Texas, May 3, 1918.

County Clerk for Dona Ana County,

Las Cruces, N. Mex.

Dear Sir:

Transmitted herewith for official record is contract dated April 9, 1918, between Fred S. Case and wife and the United States, for right of way for the Mesilla Valley west drain.

Very respectfully,

P W DENT CPH

District Counsel.

incl.

POSSESSORY CERTIFICATE.

Rio Grande Project,
El Paso, Texas, April 16, 1918.

I, Geo. W. Hoadley, Field Assistant, United States Reclamation Service, certify that I have personally examined the land sought to be acquired by the United States from Fred E. Case and Florence E. Case in the SW $\frac{1}{4}$ of SW $\frac{1}{4}$ sec. 18 and NW $\frac{1}{4}$ of NW $\frac{1}{4}$ sec. 19, T 26 S, R 3 E, New Mexico Principal meridian, Dona Ana County, New Mexico, for the Rio Grande Project, and that the said proposed Vendors were in actual, sole, and exclusive possession of the land, claiming to be the owners thereof and of the improvements thereon, and no person claiming a right in such land adverse to the Vendors is in possession of any part of it.

GEO W HOADLEY

Field Assistant.

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

El Paso, Texas, April 16, 1918

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

Subject: Forwarding contract for approval.

Agreement dated April 9, 1918 Rio Grande Project.

Executed by L. M. Lawson, Project Manager.

With Fred S. Case and Florence E. Case.

Estimated amount involved, \$ 135.00 (See Gen'l Order No. 124) Authority 6-3

Purpose of agreement:
(See instructions on back, Pars. 4 and 5)

Purchase of right of way for Mesilla Valley west drain.

The cost of the flume named as part consideration to be paid to the Vendor will be \$300.

~~Original and 3 copies 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.

incls.: Original and 3 copies contract.
Original and 1 copy rept. on land agreement.
Original and 1 copy certificate of recommendation.
2 blueprints.

L M LAWSON

(Signature.)

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

Approved by Morris Bien, Acting Director

APR 29 1918

Date of approval APR 29 1918

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

Original enclosed for record and further appropriate action

Morris Bien, Acting Director
APR 23 '18 81770

Respectfully transmitted to Director Washington with recommendation that the contract be approved.

Encs: 1 orig. & 3 copies form letter contract
11 report on land agreement
1 certificate of necessity
1 blue print.

Denver, Colo. April 20, 1918.

Office of Collector, Dona Ana County, New Mexico.

Precinct No. 11 Page No. 127 Las Cruces, N. M., 5/29
Received from Mrs. H. M. Hardy
34/100
in payment of ~~FIRST~~ LAST half of all Taxes levied in the year 1909, delinquent ~~DECEMBER 1, 1909,~~ JUNE 1, 1910, on the fo
described property, to-wit:

DISTRIBUTION	Amount Tax	DESCRIPTION OF REAL ESTATE AND IMPROVEMENTS	Value
County and Territorial Tax,	10 34	8 W 1/4 Sec 14 T 8 N 1/4 Sec 19 Twp 26 S R 3 E n m PM	
Cattle Indemnity,			
Sheep Sanitary,			
Eradication of disease of Animals.			
Special School District No.			
Special School District No.			
		1909	
		PERSONAL PROPERTY	
		Paid by Reclamation Service	
Penalty,	51		
Costs,			
		Total Valuation,	
		Exemption,	
Total Tax	10 85	Subject to Tax	

Value of Cattle, \$.....
(DUPLICATE)
Oscar H. Wood
For Mangrove
Collector
De

El Paso, Texas, May 21, 1919.

Southwestern Abstract & Title Co.,

Las Cruces, New Mexico.

Gentlemen:

Transmitted herewith to be brought up to date and returned to this office as soon as possible is abstract of title #4582 relating to the Fred S. Case land.

So far as we know the only additional instruments to be embodied in the abstract is a warranty deed dated May 19, 1919, running to the United States. The taxes have been paid up to date and this should be made to appear in the tax certificate. We endeavored to secure a statement of all taxes due but the county treasurer's office did not bill the taxes for 1897, which you have shown as \$2.91 unpaid. We ask that you give special attention to this item to make sure that it applies to the land in question and is still unpaid.

As a special favor we request that you give this abstract precedence over any other of our work that is now pending, and return same just as soon as you can possibly do so. We have had unusual delays in closing this transaction and promised Mr. Case that we would make special effort to secure to him payment for his land.

Yours very truly,

PWDent by CFH

Enc 1.

District Counsel.

El Paso, Texas.
May 21, 1919.

County Clerk,
Dona Ana County,
Las Cruces, N. M.

Dear Sir:

Transmitted herewith for official record is
warranty deed dated May 19, 1919, running from Fred S.
Case and wife to the United States of America.

The delay incident to getting this deed to you
has been very vexatious, and we are taking the liberty
of asking that you put this deed forward for writing
into the records without delay and return it to this
office at once. We will consider it a great favor if
you will give this matter the special attention we are
requesting.

Yours very truly,

PWDent by CFH
District Counsel.

Enc 1.

El Paso, Texas,
May 12, 1919.

Mr. Fred S. Case,

Gage, New Mexico.

Dear Sir:

Your warranty deed with revenue stamp was duly received. This morning when we were about to send the same for record we noted that it was drawn in error on the Texas form of deed and not on the New Mexico form as it should have been. This makes it necessary to return the deed to you and we have prepared another copy on the New Mexico form, which is enclosed for execution by yourself and your wife. We will keep the revenue stamp and affix it to this New Mexico deed.

We sincerely regret that this apparent carelessness on our part has occurred.

Yours very truly,

PWDent by CFH
District Counsel.

Enc 2.

El Paso, Texas,
April 29, 1919.

Mr. Fred S. Case,

Gage, N. M.

Dear Sir:

Receipt is acknowledged of executed warranty deed covering right of way to the United States for the Mesilla Valley West Drain.

Attention, however, is called to the fact that a 50¢ revenue stamp is required for this deed, and it is customary for the grantor to furnish this. Will you kindly send us a 50¢ stamp in order that we may proceed further with the transaction.

Yours very truly,

PWDent by OFH

District Counsel.

CERTIFICATE.

I HEREBY CERTIFY That the land described in the agreement dated April 9, 1918, with Fred E. Case and Florence E. Case, ~~are~~ is required for purposes authorized by the Act of June 17, 1902 (32 Stat.388), namely, as a right of way for the Mesilla Valley west drain, a part of the Rio Grande project; that the consideration to be paid thereunder, \$135.00, is reasonable and just and the lowest that could be obtained; and I recommend that the contract be approved.

L M LAWSON

Project Manager.

El Paso, Texas,
April 16, 1918.

REPORT ON LAND AGREEMENT

DEPARTMENT OF THE INTERIOR UNITED STATES RECLAMATION SERVICE

INFORMATION relating to agreement made **April 16, 1918**

191 , with

Fred S. Case and Florence E. Case, husband and wife,

for the purchase of land required for **right of way for Mesilla Valley west drain**

purposes, **Rio Grande** Project, **Dona Ana**

County, **New Mexico.**

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

**Strip of land in SW $\frac{1}{4}$ of SW $\frac{1}{4}$ sec. 18
and NW $\frac{1}{4}$ ~~SE~~ of NW $\frac{1}{4}$ sec. 19, T 26 S, R 3 E, N.M.P.M.**

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.

**Spanish land grant, State of New Mexico.
(Refugio Colony 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.

**Fred S. Case and Florence E. Case, husband and wife,
Gage, Luna County, N. Mex.**

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.

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

No right of way agreed to.

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.

Project Manager

THIS AGREEMENT, made April ninth,

nineteen hundred and eighteen, between Fred S. Case

and Florence E. Case, his wife, of Gage, Luna

County, State of N.M., for themselves, 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 near the town of Chamberino, New
Mexico, in the southwest quarter of the southwest quarter of sec-
tion eighteen (18) and northwest quarter of northwest quarter of
section nineteen (19), township twenty-six (26) south, range three
(3) east, New Mexico principal meridian, said tract being bounded
and described as follows:

Beginning at the southwest corner, a point on the property
line between the Grantor proposed herein and Santos Candelaria,
from which the northwest corner of said section nineteen (19) bears
north $70^{\circ}18'$ west one thousand seven hundred and five-tenths
(1,078.5) feet, running thence north $12^{\circ}24'$ west nine hundred sixty-
six and two-tenths (966.2) feet to the northwest corner, from which
the southwest corner of said section eighteen (18) bears south 54°
 $19'$ west nine hundred ninety-four and six-tenths (994.6) feet;
thence south $66^{\circ}11'$ east two hundred eighty-eight and two-tenths
(288.2) feet along the property line between the proposed Grantor
herein and Thomas Kelley; thence south $12^{\circ}24'$ east eight hundred
thirty and two-tenths (830.2) feet; thence south $52^{\circ}31'$ west one
hundred thirty-six and eight-tenths (136.8) feet along the property
line between the proposed Grantor herein and Santos Candelaria,
to the point of beginning, said tract containing two and sixty-
eight hundredths (2.68) acres, more or less;

9-a. As a further consideration in the premises herein, the United States shall build a flume necessary for the irrigation of the land of the Vendor of which the tract hereinbefore described constitutes a part, such flume to be built at a point to be designated by the Vendor; and in consideration of the sum hereinbefore named to be paid by the United States to the Vendor and of the benefits to the land to be derived by the operations of the United States Reclamation Service, the Vendor hereby agrees, for himself and his heirs, successors, and assigns, that he will maintain said flume in good condition, and hereby releases the United States from all expense of, or damages occurring from lack of, proper maintenance of said flume.

10. Where the operations of this contract extend beyond the current fiscal year it is understood that the contract is made contingent upon Congress making the necessary appropriations 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.

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

Witnesses :

Zelma L Swift

FRED S CASE

of Gage N H

A L Maple

FLORENCE E CASE

Vendor.

of Deming, New Mexico

L M LANSON

of

For and on behalf of the United States.

of

STATE OF New Mex

COUNTY OF Luna

ss :

I, E L Paulks

Notary Public

in and for said county, in the State aforesaid, do hereby certify that Fred S Case

and Florence E Case

who are personally known to me to be the person whose name 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 Florence E Case

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 not wish to retract the same.

Given under my hand and official seal, this 9th day of April, 1918

E L PAULKS

[SEAL.]

Feb 16 / 1919

Notary Public Luna Co N M

My commission expires

Approved, 191

1216 Mills Building,

El Paso, Texas, Feb. 19, 1918.

Mr. F. S. Cass,
Caso, N. M.

Dear Sir:

In reply to yours of the 28th ult., would say that the drainage ditch goes through your land as shown in yellow on the plat. Your property lines are shown in red, and the drainage ditch crosses your irrigation ditch (which is shown in green) parallel to the old river bed.

A flume will be constructed to carry water across the drain for irrigating your land and that of Santos Gandelaria, and the United States will construct a lateral along the west side of the drain, so you will be able to get water on your land. That portion of your land east of the drain is in alfalfa.

A bridge will be constructed over the drain on the road between you and Santos Gandelaria. Both bridge and flume will be constructed by the United States.

Very truly yours,

Project Manager.