

JENSEN, THOMAS, et. ux. Pearl WARRANTY DEED WEST DRAIN 55a-L

240

0023-0059-0026-00

26-(26)

780.

This Indenture, Made this 1st day of November in the year of our Lord one thousand nine hundred and twenty between Thomas Jensen and Pearl Jensen, husband and wife, 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 or supplemental thereto, second part

Witnesseth, That the said part ies of the first part, for and in consideration of the sum of One hundred twenty-six and 50/100 (\$126.50) 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 successors or heirs and assigns forever, all the following described lot or parcel of land and real estate, situate, lying, and being in the county of Dona Ana, State Territory XXXX of New Mexico, to-wit:

A tract of land in the northeast quarter of the northwest quarter of section thirty (30) and in the southeast quarter of the southwest quarter of section nineteen (19), all in township twenty-six (26) south, range three (3) east, New Mexico principal meridian, and more particularly described as follows: Beginning at the northeast corner, which is a point common to the land of the Grantors herein, H. H. Corbin, and Eulocio Barreras, 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; running thence south 2°05' east eight hundred sixty-four and nine-tenths (864.9) feet along property line common to the Grantors herein and H. H. Corbin to a point on the north side of the road between property of the Grantors and C. E. Miller; thence south 67°33' west one hundred thirty-seven and five-tenths (137.5) feet along said north side of road to a point from which the northwest corner of said section thirty (30) bears north 82°04' west two thousand forty-six and one-tenth (2046.1) feet; thence north 2°05' west eight hundred forty-eight and two-tenths (848.2) feet to a point on the property line common to the Grantors herein and Antonio Lassich; thence north 62°56' east eighty-six (86) feet along said line to a point common to the properties of the Grantors, Antonio Lassich, and Eulocio Barreras; thence north 58°20' east fifty-eight and six-tenths (58.6) feet along the property line common to the Grantors herein and Eulocio Barreras, to the point of beginning; said tract of land containing two and fifty-three hundredths (2.53) acres, more or less;

(U.S. Doc. Rev. stamp 50¢ )  
(affixed and cancelled.)



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 successors or assigns assigns forever. And the said part 1 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 assigns assigns, that at the time of 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 have 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 assigns assigns, against all and every person lawfully claiming or to claim, the whole or any part thereof, the said part 1 of the first part shall and will warrant and forever defend.

In Witness Whereof, the said part 1 of the first part has hereunto set their hand and seal the day and year above written.

Signed, Sealed and Delivered in the Presence of

THOS. S. JENSEN

(L. S.)

PEARL JENSEN

(L. S.)

(L. S.)

(L. S.)

State of Arkansas

~~TERRITORY OF NEW MEXICO~~

COUNTY OF ~~DONANA~~

Crittenden

On this 1st day of November

1920 before me personally appeared

Thos. Jensen and Pearl Jensen

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.

C. J. CROSS

Notary Public

(Seal)

(Seal states com.exp.Mch.27-23.)

No. 36850

R. R. C. I.

The wise have their deeds promptly Recorded

WARRANTY DEED.

TO

State

TERRITORY OF NEW MEXICO,

COUNTY OF DONA ANA.

I hereby certify that this instrument was filed for

record on the 12 day of March  
A. D. 1921, at 1:30 o'clock P. M. and duly recorded.

in Book 622 Page 148 of the records of Deeds  
of said county.

(sgd.) M. H. Kearney  
Probate Clerk and Ex-Officio Recorder.

Deputy

COMPLIMENTS OF

ISIDORO ARMIJO,

Probate Clerk and Ex-Officio Recorder,

LAS CRUCES, NEW MEXICO.







El Paso, Texas, March 29, 1921.

Mr. Thos. Jensen,  
256 Adams Avenue,  
Memphis, Tenn.

Dear Madam:

Returned herewith is your tax receipt for 1917.

The papers in the matter of your land purchase have this morning been turned over to the project office for vouchering, and within a few days you will receive voucher for your signature and that of Mrs. Jensen. This you should sign and return to the Reclamation Service at El Paso without delay. If you do not receive the voucher at an early date, kindly let me know. There will be deducted therefrom \$1.50 for recording the release of deed of trust which was held by the City National Bank.

Thanking you for your favors in this connection,

Very truly yours,

P W DENT

District Counsel.

incl.

THIS IS TO CERTIFY That I have investigated the land to be acquired for right of way for the Mesilla Valley west river drain under contract with Thomas Jensen and wife, dated January 2, 1918, and find that the said Thomas Jensen and wife were, prior to the construction of the said drain, in exclusive possession of the entire right of way as described in said contract, and that, as to certain small tracts of land aggregating 3.59 acres referred to as being excepted from warranty deed dated June 4, 1917, running from Sarah J. Moloney to said Thomas Jensen, there is no evidence upon the ground, or other evidence to my knowledge, indicative of any adverse claims that might affect the Government title.

El Paso, Texas,  
Mar. 22, 1921.

Geo. W. Goodley  
Assistant Engineer.



El Paso, Texas, March 11, 1921.

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

Gentlemen:

With letter of January 29, 1921, abstract of title relating to Thos. Jensen land (No. 4481) was transmitted, to be brought down to date. The vendor who sold the right of way to the Government is pressing us for an early settlement, and anything you can do to hasten the abstracting work will be greatly appreciated.

Very truly yours,

P W DENT

District Counsel.



El Paso, Texas, March 11, 1921.

Mr. Thomas Jensen,  
256 Adams Avenue,  
Memphis, Tenn.

Dear Sir:

In answer to your letter of the 8th instant, you are advised that the deed and your tax receipt were duly received with your letter of January 18, last. The deed was sent to the County Clerk at Las Cruces for recordation, and in this connection it is necessary to have abstract of title brought down to date to include the deed. We are now awaiting upon the work of abstracting, and as soon as it is accomplished, will render a final opinion on title, and if no new entries are of record adverse to the United States, the account can be vouchered and paid. The tax receipt we wish to retain, in order that proper showing to the county tax collector can be made in case there should be any question as to the 1917 taxes.

Please be assured that we will keep the matter moving along to a settlement.

Kindly advise of any change in your address.

Very truly yours,

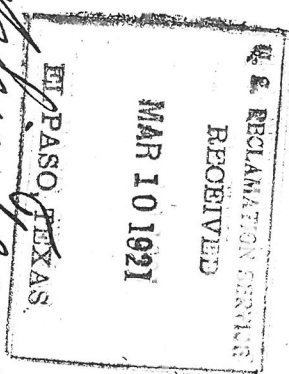
P W DENT

District Counsel.



from you at once in  
regard to the settlement  
of this.

Yours truly  
Thos. Lambern,  
256 Adams Ave.,  
Memphis, Tenn.



Memphis, Tenn.  
Mar. 8, 1921.

U.S. Reclamation Service  
El Paso, Tex.

Memphis:— Some  
time ago I mailed to you  
a deed and a tax receipt  
for year 1917 on our place  
near Chamberino on the  
west drain. We have  
not heard from you in  
regard to this matter  
would like to know if  
you have received same  
and if not let me know  
at once. Please return my  
tax receipt by registered  
mail. And let me hear

Memphis Tenn  
Jan 18-21

W J Reclamation Service

Enclosed you will  
find deed signed  
and acknowledged  
also lot receipt for 1917  
which you sold for  
I have just paid  
the 1920 taxes

Please return lot receipt  
to me, my address  
in the future is  
Hog Jensen

256 Adams and  
Memphis  
Tenn.



El Paso, Texas, January 29, 1921.

County Clerk for Dona Ana County,

Las Cruces, N. Mex.

Dear Sir:

Transmitted herewith for official record are warranty deed dated November 1, 1920, running from Thomas Jensen et ux. to the United States, and release running from R. B. Redic, Trustee, and The City National Bank of El Paso, to the United States, the latter instrument being dated March 11, 1920.

Very truly yours,

P W DENT

District Counsel.

incl.



El Paso, Texas, January 29, 1921.

Southwestern Abstract and Title Co.,

Las Cruces, N. Mex.

Gentlemen:

Transmitted herewith to be brought down to date is  
Abstract No. 4481. Also please show statement of taxes down  
to date.

Anything you can do to put this particular piece of work  
through at an early date will be greatly appreciated.

Very truly yours,

P W DENT

District Counsel.

incl.



El Paso, Texas, September 22, 1920.

Mr. Thomas Jensen,  
Waverly, Ark.

Dear Sir:

We have finally succeeded in securing release of the deed of trust given to secure the promissory notes payable to Sarah J. Moloney and which were afterwards assigned to the City National Bank. Considerable delay has been caused by our being unable to connect with Mr. Redic, the trustee, but this morning he signed the necessary paper and we will now proceed to close the transaction as soon as possible.

Attached is a warranty deed, which you and Mrs. Jensen will please execute, signing "Thos. Jensen" and "Pearl Jensen," in exactly the manner as above quoted, and acknowledge before a notary public. The deed must have affixed a United States documentary revenue stamp, which it is customary for the grantors to furnish and which please do not overlook.

Before the Government can accept title, it will be necessary to have taxes paid up to date--although it is possible that the deed can be recorded before the 1920 taxes are formally assessed. The abstract of title shows that \$32.30 for 1917 is still unpaid, but it is our recollection that Mrs. Jensen stated that this was in error and that she held tax receipt for that year. It may be that for the years 1918 and 1919 you have also paid, and if this is the case no further action on your part will be necessary. As to the year 1917, however, kindly send your receipt, if you have it, in order that we may examine same, as the records are apparently not clear, and after such examination the receipt will be returned to you.

Regretting that there has been so much delay, but assuring you that we will prosecute the remainder of the steps that must be taken in this matter,

Very truly yours,

P W DEHT

incl.

District Counsel.

El Paso, T exas, February 18, 1920.

Mr. R. B. Redic, Attorney at Law,  
201 City National Bank Building,  
El Paso, Texas.

Dear Sir:

We are transmitting herewith a release under the trust deed made by Thomas Jensen and wife, covering certain notes which run in favor of Sarah J. Moloney, which notes were later assigned to the City National Bank. This release also covers the interest held by the bank, but the instrument runs only to 2.53 acres which the United States Reclamation Service wishes to acquire for the Mesilla Valley west river drain, which small tract of land lies along the eastern boundary of the Jensen holding. Mr. Jensen has indicated that there would be no objection on the part of the bank to executing the release, but we also desire to have you execute as trustee, and will later call upon the bank. If this course is satisfactory, kindly execute the instrument, and we will call for same at an early date and take the matter up further with the bank.

Thanking you for this and other favors,

Very truly yours,

P W DEBT

District Counsel.

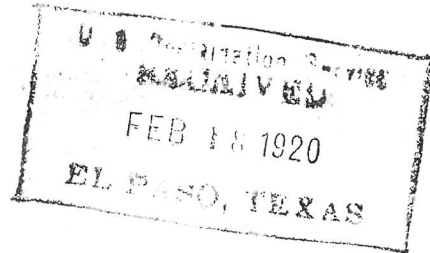
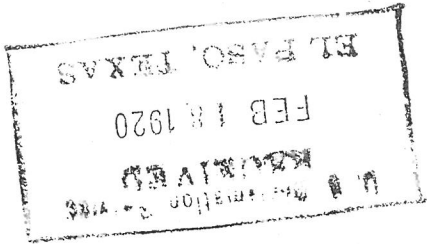
incl.



# THE SOUTHWESTERN ABSTRACT & TITLE CO.

(INCORPORATED)

LAS CRUCES, NEW MEXICO



Feb. 16, 1920.

U.S. Reclamation Service,  
El Paso, Texas.

Gentlemen:

We are returning the Thos. Jensen abstract to you through your office in Las Cruces, N.M., where it has been delivered.

As to the appointment of Special Guardian as shown at page 24 of the abstract it is customary or usual practice to file the petition and dispose of the case at the same time, as all the parties are in court, the minors being represented by their next friend. It is an ex parte proceeding. We have added further data to page 24, which may help some.

We are unable to show the three small tracts referred to at page 30, on the plat, as we do not have a copy of the plat by Chas. L. Post.

Very truly,

THE SOUTHWESTERN ABSTRACT AND TITLE CO.

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 2.87 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, Tex.  
Jan. 13, 1920.

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

Gentlemen:

Reference is had to my letter of Oct. 7, 1919 sending up for certain changes and additions abstract relating to the Thomas Jensen land. Kindly advise if it is possible to hasten action upon this abstract and return it at your early convenience.

Very truly yours,

P. W. Dent

District Counsel.



El Paso, Texas.  
Jan. 8, 1920.

Mr. Thomas Jensen,  
Waverly, Ark.

Dear Sir:

Under date of September 22, last we addressed a letter to you enclosing warranty deed to be executed and returned to this office. Your attention was also called to taxes for 1920 which will have to be paid and also taxes for 1917 which you stated had been paid, or at least you were under the impression that you had a receipt for that year. Kindly refer to our former letter and take necessary action in regard to execution of the deed and payment of the taxes.

We understood that you were very desirous of getting this title cleared up and receiving payment for the land, and we assure you that we have done our part in the matter.

Very truly yours,

P W DENT

District Counsel.



El Paso, Tex.  
Oct. 7, 1919.

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

Gentlemen:

Reference is had to page 24 of your abstract 4481 inclosed herewith. It is noted that the order appointing Jose Barrio special guardian is dated Sept. 22, 1919 and that the order approving the sale was filed on the same day. Kindly advise if there is an order of record shortening the time of the hearing on the petition-----both petition for appointment of guardian and hearing, if any prior to order approving sale. If so put these letters in the abstract, also insert a full showing as to the service had upon the minor heirs who are named in the petition.

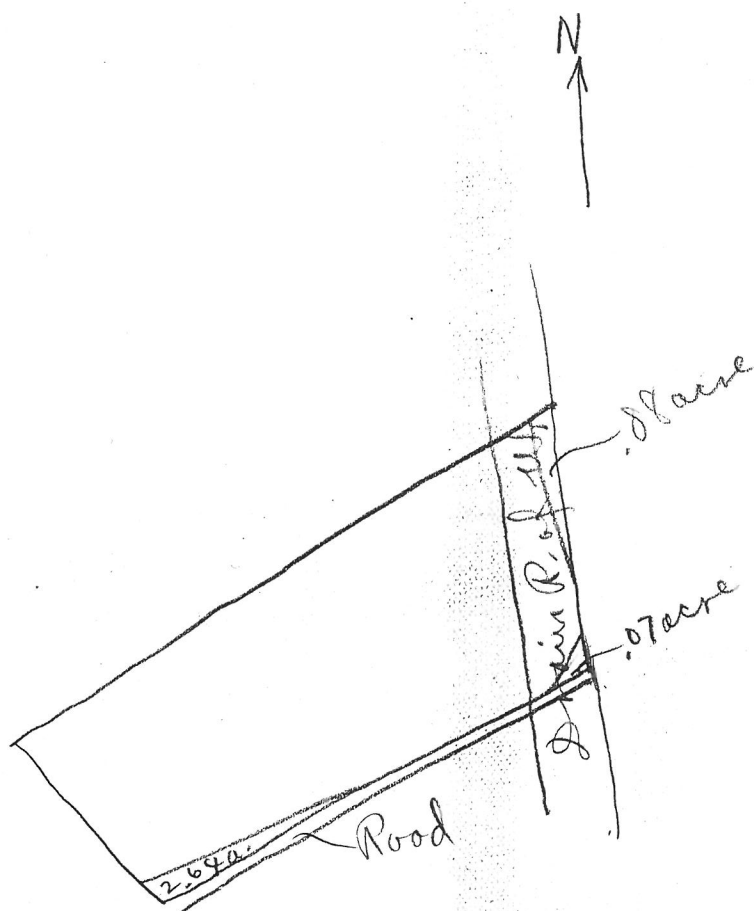
Please advise if it would be possible to put upon the plat in the abstract the three pieces of land aggregating 3.59 acres which are mentioned as being quitclaimed only and not conveyed by warranty in the deed abstracted at page 30. We would like to see, if possible, just what relation these three small tracts bear to the government drain right of way.

Very truly yours,

C. F. Harvey

Asst. District Counsel.

Enc.



Drain R. of W. extends to east bdy. of the fence much  
 90' along entire so. bdy. would be about 3 acres, so  
 would think that this 90' beginning on w. bdy.  
 tapers off to nothing toward east. This especially as  
 another piece is described as being in S.E. Cor.  
 Japanese is on E. side, and appears to have encroached  
 on that bdy. If our E. bdy. at Ref W. coincides with  
 present established fence, this would appear to cause Mr.  
 .88 Peery's objection  
 .07

.95 possibly included in  
.80 41.81 Road  
 47.50 most that 41.81 could be struck for - after  
 parties had fought out the title in dispute



El Paso, Texas, July 8, 1919.

Mr. Thomas Jensen,

Anthony, N. Mex.

Dear Sir:

Under date of November 4, last, we wrote you in reference to certain matters concerning your title to the land across which the west river drain has been constructed. We trust you received this letter, but to make sure of it we are sending a copy herewith. Kindly let us know in reference to the matters discussed in our letter at the earliest possible date, as we desire to close the transaction.

Further in regard to the vendor's-lien notes, we could prepare a release which would run only to the land taken by the Reclamation Service, amounting to 2.53 acres, and not to the entire lien, and under the conditions we find lien holders are usually very accommodating about executing such releases.

Awaiting your early answer, we are,

Very truly yours,

C F HARVEY

incl.

Assistant District Counsel.

DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

OFFICE OF  
DISTRICT COUNSEL

El Paso, Texas,  
March 31, 1919.

Mr. Thomas Jensen,  
Chamberino, N. M.

*Anthony N. M.*

Dear Sir:

Under date of November 4th last we addressed a letter to you asking in reference to certain matters concerning land owned by you where the West River Drain was constructed.

To date we have not received an answer to any of our inquiries. We trust you will endeavor to supply the information asked for as soon as possible and must again advise that it will be necessary for you to take up these matters in order that we may have at least a starting point to put your title in such shape that the transaction may be closed.

Again urging your early attention, we are,

Yours very truly,

*P. W. Dent*  
District Counsel.

*Returned  
undelivered*



El Paso, Texas, November 4, 1918.

Mr. Thomas Jensen,

Chamberino, N. Mex.

Dear Sir:

Examination has been made of title to the land which you are to convey to the United States for right of way for the west river drain, and we find as follows:

Under date of September 21, 1909, a guardian's deed passes title to the land as to a one-fourth interest of certain heirs, presumably of one Francisca Barrio, deceased, who was the wife of Jose Barrio, this husband and wife having taken title prior to the deed running from the guardian, who is Jose Barrio. The heirs named are Simon Barrio, Anastacia Barrio, Juanita Barrio, Clementa Barrio, and Josefa Barrio, all minors at the time the conveyance was made. If these are the heirs of Francisca Barrio, we wish to obtain an affidavit from some person familiar with the circumstances to the effect that they are all the known heirs, together with their ages at the time of the death of Francisca Barrio and the date when this woman died.

Under date of February 15, 1912, warranty deed running from M. F. Fransworth and wife to Sarah J. Maloney conveys title, but excepts from the warranty three small tracts of land described as "a strip on the south side about 90 feet wide on the west end and running easterly to a point, containing 2.64 acres, as shown by map made by Charles L. Post, County Surveyor from survey made April 29, 1911, and to a small piece containing 0.07 acres at the southeast corner, and another piece containing 0.88 acre on the east side as shown by said map." If you can supply any information as to why these three tracts of land were quitclaimed only and not passed under the general warranty, we would be glad to have it. It is possible that these tracts were involved in uncertainty as to boundaries, but if they are now included in your holding by the recognized boundaries, we could probably waive further inquiry on this matter.

In the deed dated June 4, 1917, whereby Sarah J. Maloney conveyed the property to you a vendor's lien is reserved for four notes of same date as the deed for \$300 each. Trust deed covering the same notes follows, and Sarah J. Maloney transferred these notes to the City National Bank of El Paso. No entry appears in our abstract showing that any of these notes have been paid. It will, of course, be necessary to discharge the lien by release as to the particular right of way which the



Reclamation Service is taking, the deed of trust to be released by the trustee, R. B. Radio, and the vendor's lien by the bank.

Taxes for the year 1917 amounting to \$32.30 are still unpaid.

It might be well for you to call at this office, after you have secured information as to the heirs of Francisca Barrie and also ascertained if the trustee and the bank are willing to release the lien. It is possible that the three small tracts of land above described do not include any of the land to be granted to the United States, and if this is the case this would prove to be a simple method of disposing of the question raised.

Your early attention to these matters will hasten final settlement.

Very truly yours,

C F HARVEY

Assistant District Counsel.



Denver, Colorado, November 2, 1918.

District Counsel Edwin H. Peery,

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

Opinion on title of land to be purchased from Thomas Jensen and wife for the Rio Grande project, New Mexico.

1. I have examined the abstract of title transmitted with your letter of October 12, 1918, relative to the title of Thomas Jensen and wife to a strip of land containing 2.53 acres situated in the NE $\frac{1}{4}$  NW $\frac{1}{4}$  of Section 30 and the SE $\frac{1}{4}$  SW $\frac{1}{4}$  of Section 19 in Township 26 South, Range 3 East, N.M.P.M., which the United States is proceeding to acquire in pursuance of an agreement by Thomas Jensen and Pearl Jensen, his wife, dated January 2, 1918, to convey the same to the United States for the sum of \$126.50.

2. The description of the tract to be conveyed begins at a point North 54° 42' East 858.8 feet of the SE $\frac{1}{4}$  corner of said Section 19, being the NE corner of a tract of land owned by the vendors and runs thence South 2° 5' East 864.9 feet to the North line of a public road, thence South 67° 33' West with the vendors' South line and along said road 137.5 feet, thence North 2° 5' West 848.2 feet to the vendors' North line, thence North 62° 56' East 86 feet and thence North 58° 20' East 58.6 feet to the place of beginning.

3. No opinion of District Counsel accompanies the abstract, but you transmit a memorandum prepared by Mr. Harvey which indicates that he has made a complete examination of the abstract.

4. The purchase is taken from a tract of land situated in the Refugio Colony Grant in Dona Ana County, New Mexico, conveyed by the grant corporation to Cruz Valencia by grant deed of February 10, 1885 (abstract p. 6), which was confirmed by the grant December 29, 1887. The title to this tract was transferred thru a number of conveyances until it came down to the vendor, Thomas Jensen, subject to certain objections hereinafter noted.

5. Mr. Harvey makes notes of certain variations in the measurements of this tract as such measurements appear in the descriptions of deeds set forth in the abstract. These variations become immaterial in view of the fact that the tract of land is fully identified by other recitals in the instruments. For the same reason the variations in the descriptions in what is referred to as Garrett's survey are also immaterial and may be disregarded.

6. At entry No. 23 title to the Valencia tract passed to Jose Barrio and Francisco Barrio, his wife. The latter does not convey but on page 24 are set forth proceedings in the matter of the guardianship of certain minors on the petition of Jose Barrio, their father and next friend, which resulted in a guardian's deed conveying the interest of said minors to the tract in question by deed abstracted at page 25. This interest is described as an undivided one-fourth of the tract of land referred to.

7. It is not shown how the minors acquired any interest in the real estate but presumably they acquired their interest as heirs of Francisco, the wife of Jose Barrio, who apparently has died. If such is the fact, her death should be set forth in an affidavit which should also contain a statement of the names of her children or heirs together with their ages at the time of her death. The guardian's deed was dated September 21, 1909, which appears to be the day on which the proceedings in guardianship were had. Said proceedings are not sufficient to show whether they were entirely in accord with the statute or not, but we may accept the statute of limitations as curing the defects unless the heirs are still under age, in which case we should have the order of the judge of the probate court shortening the time of the hearing on the petition and also the records showing service upon the heirs. All indebtedness against the estate of the deceased would be barred by limitation.

8. At entry No. 32 is a trust deed to the Elephant Butte Water Users' Association empowering the said association to sell the tract of land in question to qualified applicants for water rights under the Reclamation law. For reasons noted in former opinions this trust deed may be disregarded as its purpose is only to cover lands which would be subject to irrigation under the provisions of the Reclamation act and lands taken for canals or for other purposes of the Reclamation Service are not subject to irrigation.

35

9. At entries Nos. 30 and ~~31~~ warranty deeds are abstracted. Three small tracts containing 2.64, .07 and .88 respectively, are excepted from the general warranty <sup>and</sup> conveyed by quit claim only. It would be proper to have the Project Manager make inquiry as to the location and status of these three tracts and to certify, if such is the fact, that the land to be purchased does not extend over any of them, or, if it does, he is unable to find that any adverse claim is asserted thereto. It is probable that the reason these tracts were excepted from the warranty deeds was that the boundaries of the larger tract were unsettled or uncertain and if now these boundaries are fixed and the land to be purchased lies within the Valencia tract, as recognized by surrounding owners, no objection exists to accepting the title that passed thru said deeds.



10. The tax sale noted at entry No. 40 was made March 2, 1891, and may be disregarded in view of the length of time that has elapsed since that date.

11. At entries Nos. 40 and 42 are notice of liens in favor of the Elephant Butte Water Users' Association, but in view of the policy of the association not to enforce its liens against lands taken by the United States Reclamation Service for the purposes of the project, these liens constitute no objection to the sale.

12. The deed of trust abstracted at entry No. 34 in favor of Sarah J. Maloney to secure payment of four notes of \$300 each, is a lien upon the premises. These four notes seem to be identical with the notes mentioned at entry No. 33 where Sarah J. Moloney conveys title to Thomas Jensen, reserving a vendor's lien for four notes of similar description as those set forth in the deed of trust. These notes were subsequently assigned (entry No. 35) to The City National Bank of El Paso, Texas. In order to release these liens the deed of trust should be discharged by the trustee and the vendor's lien by the bank.

13. A difference is noted between the name of Sarah J. Maloney, who takes title at entry No. 30, and Sarah J. Moloney, who conveys to Thomas Jensen at entry No. 33. This variation is unimportant in view of the recital contained in the latter deed to the effect that the property is the same as that conveyed to the grantor by deed abstracted at entry No. 30. In several other instruments the name appears as Sarah J. Moloney and attention of the abstractor should be called to this variation in order that it may be corrected if it is a clerical error.

14. Taxes for the year 1917 to the amount of \$32.30 are unpaid. The tax roll for the year 1918 has not been completed but if the lien of said taxes attaches before the transaction is concluded, the same should be paid.

15. Subject to the above qualifications and to the liens above noted, I find that on March 7, 1918, date when the abstract closed, title to the premises proposed to be conveyed was vested in Thomas Jensen (entry No. 33). After discharging the liens mentioned above and the perfection of the title to your satisfaction, as indicated herein to be necessary, the agreement of sale may be carried out by accepting a deed from Thomas Jensen and wife duly executed according to the laws of New Mexico and in form in general use in that state and by placing the same of record; provided no changes have occurred in the condition of the title adversely affecting the estate of the vendor or liens incurred which have not been discharged since the date when the abstract closed.

16. 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, which should include the original agreement and a blue print showing the location of the property to be conveyed, which might also at the same time show the location of the tracts excepted from the warranty of deeds abstracted at entries Nos. 30 and 34.

17. Referring to your letter of October 12, 1918, in which you mention that Mr. Harvey wrote me on May 18th asking when I expected to return or whether this abstract and others mentioned should be sent to me, I will say that the letter was answered by me May 25th from Carson, Nevada.

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

- - -  
Edwin H. Peary.

Encs:

1. Notes by Mr. Harvey.
2. Abstract No. 4481 of The Southwestern Abstract & Title Co.



Anthony, New York.  
Sept. 29, 1919.

I  
Mr. Harvey, I have found  
the tax receipts for 1916-1917  
and 1918. If I come to town  
again soon will bring them in  
to you. Yours Truly  
Mrs. Theo. Jensen.



El Paso, Texas, October 12, 1918.

From: District Counsel P. W. Dent,

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

Subject: Abstract of title, Thos. Jensen and wife,  
Rio Grande project.

1. I herewith enclose abstract of title to land of Thos. Jensen and wife which we have been holding here for some time, awaiting information from you as to whether you were to return to El Paso, as contemplated when you left here some months ago, or whether you wished the abstract forwarded to you at Los Angeles or elsewhere. I note from the files that Mr. Harvey wrote you on May 13, asking whether you expected to return or whether this abstract and some others mentioned should be sent to you, but I find no reply to this communication. Mr. Harvey is now confined to his room with influenza and has been for some days. I do not know when he will be able to return to work. I am simply snowed under with work and have absolutely no time to write an opinion on this title.

2. Mrs. Jensen was in the office yesterday asking about this title and is very anxious to secure payment at the earliest possible date. Will you therefore kindly examine this abstract as soon as possible and return, in order that this purchase may be under way? I also enclose certain notes made by Mr. Harvey in his examination, which may be of assistance to you.

\*\*\*\*\*

encs.

Form of deed, possessory certificate, etc. will be furnished after preliminary examination by you.



El Paso, Texas, May 18, 1918.

Mr. Edwin H. Peery, District Counsel,  
605 Federal Building,  
Los Angeles, Cal.

Dear Mr. Peery:

We are in receipt of abstracts covering Nannie Payne Hughes, Frances Hughes Beezley, and W. F. Payne land purchases.

Also, Mr. Jensen was in to learn what progress we were making towards settlement with him. His abstract was delivered to our office during the time of your last stay in El Paso, and the papers are at this time all here.

I will be glad to send the above abstracts over to you if you wish them for examination in Los Angeles or elsewhere, or will hold them here if you expect to make a trip in the near future to El Paso.

With best regards,

Very truly yours,

O F HALVEY

Clerk.

El Paso, March 21, 1918.

Memorandum in regard to title to land proposed to be purchased from Thomas Jensen and Pearl Jensen.

A strip of land in NE $\frac{1}{4}$ NW $\frac{1}{4}$  sec. 30, SE $\frac{1}{4}$  SW $\frac{1}{4}$  sec. 19, T 26 S, R 3 E, N.M.P.M.

The description in the contract and on blueprint accompanying same is identical with that described in plat on page 2 of the abstract as bounded by red lines, the abstract stating that "red lines indicate approximately land under abstract."

A comparison of the description in the original grant given by varas with other descriptions in the abstract results about as follows:

	Original description by varas.	Description p. 18.	Description p. 19.	Description p. 29
No. side	700 varas, or 2,013 ft.	2,240 ft.	2,244 ft.	2,240 ft.
W. side	250 varas, or 719 ft.	776 ft.	776 ft.	776 ft.
S. side	600 varas, or 1,725 ft.	2,174 ft.	1,912 ft.	2,174 ft.
E. side	208 varas, or 598 ft.	620 ft.	620 ft.	620 ft.

The computations have taken a vara as 2-7/8 ft.

There appears to be a difference that is quite material in the east and west dimensions of the tract under consideration. However, this may be accounted for as the original description has reference to a public road on the southern boundary, and this road evidently (from plat on page 2 of the abstract) runs into the hills, which are noted as being somewhat outside of the Jensen land. If the hills, or some of them, were somewhat within the tract, and the measurements taken by varas from a point farther east than noted on the plat in the abstract, the old descriptions would be quite accurately reconciled with the later descriptions by courses and feet.

The descriptions on pages 18 and 29 are identical; the description on page 19 may be ignored, as the instrument in which it is contained is merely one to the E.B.W.U. Assn. for the purpose of securing the land to make water-right applications.

All the descriptions by varas are identical.

So far as I can tell, the land abstracted is that proposed to be purchased by the United States.



The land is part of the Refugio Colony Grant, made Aug. 19, 1852, by Ramon Orteiz, Mexican Commissioner, duly authorized by the Government of the State of Chihuahua on June 4, 1851, under Acts of that State Government of April 11, 1850, March 13, 1851, and Regulations of May 24, 1851. The same Grant, designated as being in Twps. 26 and 27, Ranges 2 and 3 East, N.M.P.M., was confirmed by President Taft by patent dated June 6, 1910. The Colony of Refugio, by confirmation deed dated July 21, 1888, granted to William Dessauer and Frank W. Smith, the land under consideration, with other tracts, and this is the last conveyance referred to, by the Colony.

Three differences are noted in the names or spelling of names in the various conveyances, as follows: (See also p. 3, "Note.")

Page 7. Cruz Valencia and Rosa Jaquez Valencia, his wife, to Charles V. Mead, Warranty deed dated Sept. 26, 1887. Signed, "Rosa Jaquez de Valencia, her x mark." Acknowledged by latter name. Conveyance preceding was to "Cruz Valencia."

Page 28. P. H. Bailey and Jose Barrio to Elic Toot and Bessie V. Toot, his wife; who convey (p. 29) to M. F. Farnsworth, the latter conveyance being signed and acknowledged by Elic Toot and his wife, Bessye V. Toot.

Page 30. M. F. Farnsworth and wife to Maloney, deed signed and acknowledged by M. F. Farnsworth; the signature being the same as his designation when first he was grantee.

None of these differences in names would appear to be material to the chain of title.

The chain of title is complete to vest the property in Thomas Jensen (and wife), with the exception of encumbrances as hereafter noted.

Page 40 of the abstract notes a "Report of Tax Sale." March 2, 1891, Sheriff, etc., to M. Freudenthal. Name of owner, Fred Trimmer. Trimmer took title to an undivided one-third interest in this and other parcels of land on August 4, 1888 (p. 10), and conveyed the one-third interest to this and other land on December 12, 1888 (deed filed for record Aug. 20, 1889). The taxes referred to in report of tax sale are for the year 1890, and the sale probably included some one or other parcels of land than the one now held by Jensen. The name of M. Freudenthal does not appear anywhere else in the abstract. At any rate, twenty-seven years have elapsed without confirmation of the Jensen title in Freudenthal, which puts this tax sale out of the question as affecting Jensen's title.

All liens or other encumbrances are released of record, with the exception (not including taxes) of--

(Page 33), Sarah J. Moloney, a feme sole, to Thomas Jensen, warranty deed, dated, June 4, 1917, reserving a vendor's lien for four notes for \$300 each, the last due date of such notes being four years after June 4, 1917, for one of them.

Page 34. Property conveyed to R. B. Redic, Trustee, deed of trust, June 4, 1917, to be held by trustee as security for the above notes.

Page 35. Transfer of Vendor's lien notes and conveyance of interest in land, June 9, 1917, Sarah J. Moloney, a feme sole, to The City National Bank of El Paso, Texas.

No release, either whole or partial, is of record for this encumbrance.

Note. - Page 30, conveyance by Fransworth to Sarah J. Maloney. Page 33, conveyance to Jensen by Sarah J. Moloney, this spelling of the name being recited in body of the deed, as signature, and in the acknowledgment. This is a mistake, undoubtedly, but as the conveyance is so recent it ought to be the subject of inquiry and possible correction.

All of the conveyances transferring beneficial interest recite a warranty to the whole tract, except, beginning with that from Fransworth to Maloney (p. 30), three small tracts in the southwest and southeast corners and on the east side, aggregating 3.59 acres, are merely quitclaimed. Quitclaim only for the same tracts is recited in the deed (p.33) running from Moloney to Jensen. It is not clear why this clause as to quitclaim has been put into the conveyances. The deed from Fransworth to Maloney refers to "Tract No. 12, marked XXXIIIII on Garrett's survey," which is the description previously used in other conveyances that do not make exception as to the warranty. (It is noted that in conveyance (p.29) Toot and wife to Farnsworth, that the description "Tract No. 12, marked llll on plat of Garrett's survey" is used. Previous and subsequent conveyances use the description of tract marked "XXXIIIII.")

Harvey



El Paso, Texas, Feb. 4, 1918.

The County Clerk,  
Las Cruces, New Mexico.

Dear Sir:

Please record inclosed agreement to sell  
covering proposed purchase by the United States of  
land for right of way - Mesilla Valley West River  
Drain.

Very truly yours,

Asst. District Counsel.

Inc.  
Agt. to Sell -  
Thos. Jensen et ux dated Jan. 2, 1918.



El Paso, Texas, Feb.4, 1918.

The Southwestern Abstract & Title Company,

Las Cruces, New Mexico.

Gentlemen:

Please prepare an abstract of title covering  
land described in copy of agreement to sell herewith,  
returning said copy of agreement with completed abstract.

Very truly yours,

Asst. District Counsel.

Inc.

Office copy agmt to sell, dated Jan.2, 1918,

Thos. Jensen et ux.

Mesilla Valley - West River Drain.



El Paso, Texas, Feb. 4, 1918.

Mr. Thos. Jensen,  
Chamberino, New Mexico.

Dear Sir:

This is to advise you that your agreement to sell certain land to the United States for right of way - Mesialla Valley West River Drain - has been accepted and approved.

I am requesting the Abstract Company this day to prepare an abstract of title covering the land in question, and when same has been received and examined, if title is satisfactory, warranty deed will be forwarded to you for execution. there are further steps to be title, you will be advised.

Very yours,

Asst. District Counsel.

MEMORANDUM to accompany voucher in payment of land purchase under contract with Thos. Jensen et ux. dated Jan. 2, 1918 - Rio Grande Project.

1. Reference is had to opinion by Mr. Peery, District Counsel, dated November 2, 1918, which with other matters is briefly reviewed as follows:

2. Paragraph 6 and 7 of Mr. Peery's opinion relate to the proceedings for appointment of guardian for the minor heirs of Jose M. Barrio, and the conveyance, and approval of conveyance, by the guardian of a one-fourth interest, which, it is assumed, had vested in the minors by reason of their having inherited a one-fourth interest from their mother, previously deceased. (Page 24 of abstract.) After the opinion by Mr. Peery had been rendered, the abstract was sent back to the abstractor for further data in regard to the proceedings in the appointment of the guardian, and certain matters were added by the abstractor (see heavy typewriting, page 24). It now appears that the petition for appointment of guardian was signed by next friend of the minors and that they were all in court, and that this ex parte proceeding was, under the customary practice, disposed of at the time of the filing of the petition, and hence further record of services upon the minors and any inquiry as to a possible order of the judge shortening the time of the hearing (paragraph 7, Mr. Peery's opinion) is not necessary. (Secs. 2586, 2587, N. Mex. Stats.)

3. Paragraph 9 of Mr. Peery's opinion refers to certain conveyances which except small tracts of land which may possibly encroach upon the Government right of way to be acquired. A careful personal investigation upon the ground made by Mr. Geo. W. Hoadley, a member of the project force in charge of right of way matters, leads him to the conclusion that there are no conflicting claims founded upon these conveyances, and his certificate to this effect is found among the attached papers. Any further doubts upon this matter are more or less dispelled by the fact that the United States has now been in actual possession of the land for nearly three years and a half without any other claimants appearing. It is not deemed necessary to call upon the Project Manager for his personal investigation.

4. The deed of trust noticed in paragraph 12 of Mr. Peery's opinion has been released by both trustees.



and the City National Bank, record of this release appearing at page 46 of the abstract.

5. Taxes have been paid to date as evidenced by tax statements at pages 38 and 47. Inquiry as to taxes need not run behind the year 1903 as all taxes prior to that year whether assessed or not, where no tax sale had been made, are to be presumed to have been paid, and any tax lien is discharged under state legislation (Sec. 8, Chap. 8, N. Mex. Sess Laws 1919). As to taxes for the year 1912 shown to be not assessed, Secretary of the Interior has held that where the assessment is not complete at the time of transfer of title to the United States, the tax lien as to the Government cannot attach. (Dec. Sec'y. April 25, 1910, D-11479) No inquiry need be made as to taxes for the year 1921, as the warranty deed running to the Government is dated prior to this year.

6. Upon examination of the abstract brought down to date, I find that the only new muniments of record are the warranty deed running to the United States and the partial release of deeds of trust noticed above, and hence there are no new matters of record adversely affecting the interests of the United States, and good title unencumbered now vests in the United States. The transaction is accordingly passed for voucher and payment.  
El Paso, Texas,  
March 29, 1921.

P W DENT

---

District Counsel.

Encs.

The enclosures accompanying this memorandum are as follows:  
Abstract of title.

Original Agreement to sell.

Warranty deed with one copy.

Two blueprints.

Possessory certificate and one copy.

Supplementary certificate as to small tracts excepted from conveyance, and 1 copy.

Original opinion by Mr. Peery Nov. 2, 1918.

Extra copy above memorandum.

CERTIFICATE.

I HEREBY CERTIFY that the land described in attached agreement dated January 2, 1918, with THOS. JENSEN and PEARL JENSEN, his wife, is necessary for purposes authorized by the Reclamation Act, viz: for right of way for the construction of the 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 19, 1918.



DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

El Paso, Texas, Jan. 19,, 1918.

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

Subject: Forwarding contract for approval.

Agreement dated January 2, 1918, Rio Grande Project.

Executed by L. M. LAWSON, Project Manager,

With THOS. JENSEN and PEARL JENSEN, his wife,

Estimated amount involved, \$ 126.50 (See Gen'l Order No. 124)

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

Authority No. 6 -

~~Original and one copy of bond to be transmitted.~~ (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 agreemt.  
Cert. P.M. in duplicate.  
Report on Land Agreement in duplicate.  
Two (2) Blue Prints.

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

Approved by Morris Eien, Acting Director

JAN 29 1918

Date of approval JAN 29 1918

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

✓ Original enclosed for record

JAN 28 '18 76199

Morris Eien, Acting Director

Respectfully transmitted to Director, Washington, for approval:  
10 Encls. Orig. & 3 copies in letter

1 Blue print  
Orig report on  
Land Agreement

Actg. Chf. of Constr.

R. F. Walter



El Paso, Texas, Jan. 7, 1918.

Mr. Oscar Wood,  
Chamberino, New Mexico.

Dear Sir:

Pursuant to arrangement made with you by our Mr. Hoadley, right of way man, I am inclosing herewith executed quit claim deed - Santos Candelaria, dated November 26, 1917, which please acknowledge.

I am also inclosing an agreement to sell signed by Thos. Jensen and wife which please also acknowledge. Mr. Hoadley states that he witnessed the signing thereof by both Mr. Jensen and his wife, and that Mr. Jensen requested that you acknowledge said agreement to sell.

Please collect fee for Jensen agreement from Mr. Jensen, but send bill for the Candelaria acknowledgment to this office for payment.

Thanking you for your courtesy, I am,

Very truly yours,

Asst. District Counsel.

Kindly return deed and  
agreement in penalty  
envelope herewith.



POSSESSORY CERTIFICATE

Rio Grande Project,  
El Paso, Texas,  
January 2, 1918.

I, Geo. W. Hoadley, Assistant Engineer, United States Reclamation Service, certify that I personally examined the land shown to be acquired by the United States from Tho. Jensen et ux. in the NE $\frac{1}{4}$  NW $\frac{1}{4}$  Sec. 30, and SE $\frac{1}{4}$  SW $\frac{1}{4}$  Sec. 19 T. 26S., R. 32E. New Mexico Principal Meridian, County of Dona Ana, State of New Mexico for the Rio Grande Project and that the said proposed vendor was in actual, sole, and exclusive possession of land, claiming to be the owner thereof, and no persons claiming a right in such land adverse to the vendor, is in possession of any part of it.

Geo. W. Hoadley  
Assistant Engineer.

THIS AGREEMENT, made this 2nd day of January  
 nineteen hundred and eighteen between THOS. JENSEN  
 and PEARL JENSEN, his wife, of DONA ANA  
 County, NEW MEXICO, for them selves, & heir 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 strip of land situated in the Northeast quarter of the North-  
 west quarter (NE NW  $\frac{1}{4}$ ) of Section thirty (30) and in the Southeast quarter  
 of the Southwest quarter (SE SW  $\frac{1}{4}$ ) of Section nineteen (19), all in Town-  
 ship twenty-six (26) South, Range three (3) East, N.M.P.M., more particularly  
 described and bounded as follows: Beginning at the Northeast corner, a  
 point common to the properties of the Vendor, H. H. Corbin and Kulojio  
 Barreras, from which point the South quarter corner of said Section nine-  
 teen (19) bears South  $84^{\circ} 42'$  East eight hundred fifty-eight and eight-  
 tenths (858.8) feet, running thence South  $2^{\circ} 05'$  East eight hundred sixty-  
 four and nine-tenths (864.9) feet along property line common to the Vendor  
 and H. H. Corbin to a point on the North side of the road between prop-  
 erty of the Vendor and C. E. Miller; thence South  $67^{\circ} 33'$  East one hun-  
 dred thirty-seven and five-tenths (137.5) feet along said North side of  
 road to a point from which the Northwest corner of said Section thirty  
 (30) bears North  $82^{\circ} 04'$  West two thousand forty-six and one-tenth  
 (2046.1) feet; thence North  $2^{\circ} 05'$  West eight hundred forty-eight and two-  
 tenths (848.2) feet to a point on the property line common to the Vendor  
 and Antonio Lassich; thence North  $62^{\circ} 55'$  East eighty-six (86) feet along  
 said line to a point common to the properties of the Vendor, Antonio  
 Lassich and Kulojio Barreras; thence North  $53^{\circ} 20'$  East fifty-eight and  
 six-tenths (58.6) feet along the property line common to the Vendor and  
 Kulojio Barreras to point of beginning containing two and fifty-three  
 hundredths (2.53) acres more or less.



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

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

Witnesses :

of .....

THOS. JENSEN

of .....

PEARL JENSEN

Vendor.

of .....

L. M. LAWSON

For and on behalf of the United States.

of .....

STATE OF **New Mexico**

COUNTY OF **Dona Ana**

} ss :

I, **Oscar B. Wood**

, a

**Notary Public**

in and for said county, in the State aforesaid, do hereby certify that **THOS. JENSEN and PEARL JENSEN, husband and wife,** 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

**PEARL JENSEN**

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 **14th** day of **January**, 191**8**.

[SEAL.]

My commission expires

**Aug. 18, 1921.**

**Oscar B. Wood,**

**Notary Public in and for Dona Ana County, New Mex.**

Approved

**Jan 29**

, 191**8**

*Morris Bien*



## REPORT ON LAND AGREEMENT

### DEPARTMENT OF THE INTERIOR UNITED STATES RECLAMATION SERVICE

INFORMATION relating to agreement made **January 2,** 1918, with  
**THOS. JENSEN and Wife**

for the purchase of land required for **right of way, Mesilla Valley West River Drain.**  
purposes, **Rio Grande** Project, **El Paso**  
County, **Texas.**

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

**2.53 acres (For description see original agreement herewith)**

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.

**Mr. Thos. Jensen and wife, 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 of the land.**

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

**Not subject to right of way by virtue of any contract or 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.



RELEASE UNDER DEED OF TRUST AND  
ASSIGNMENT OF PROMISSORY NOTES.

STATE OF Texas,  
COUNTY OF El Paso,

WHEREAS, on the 4th day of June, A. D. 1917,  
Thomas Jensen and Pearl Jensen, husband and wife, now

Waverly,  
County of Chittenden, State of Arkansas, did execute,  
acknowledge, and deliver to R. B. Redic, Trustee

of Las Cruces, County of Dona Ana,  
State of New Mexico, a certain deed of trust  
duly recorded in the records of Dona Ana County, New Mexico,  
Mortgage No. 21, page 163, all that certain tract or parcel of land, lying and being  
in the County of Dona Ana, in the State of New Mexico,  
described as follows, to-wit:

38.9 acres in the Refugio Colony Grant, more particularly de-  
scribed in said deed of trust, to which reference is had for the  
purposes of this release; and

WHEREAS, The said deed of trust was given to secure four prom-  
issory notes for the sum of three hundred dollars (\$300.00) each  
made by the said Thomas Jensen and Pearl Jensen, payable to the  
order of Sarah J. Moloney, the said notes being more particularly  
described in said deed of trust; and afterwards the said notes were  
by the said Sarah J. Moloney, by an instrument of assignment dated  
June 9, 1917, duly recorded in Mortgage Book No. 21, page 167, trans-  
ferred to The City National Bank of El Paso, Texas, together with  
all her right, title, and interest in and to the said described land  
by virtue of the said deed of trust;

AND WHEREAS, by agreement dated January 2, 1918, between the United States of America and the said Thomas Jensen and Pearl Jensen the said last named parties agree to convey a certain tract or parcel of land for a canal right of way for the Rio Grande Project free of all existing liens or encumbrances, which land is described as follows:

A strip of land in the NE $\frac{1}{4}$  of NW $\frac{1}{4}$  sec. 30 and SE $\frac{1}{4}$  SW $\frac{1}{4}$  sec. 19, all in T. 26 S., R. 3 E., New Mexico principal meridian, Dona Ana County, New Mexico, beginning at the northeast corner of the tract of land here described, which is a point common to the properties of the said Thomas Jensen and wife, H. H. Corbin, and Eulojio Barreras, from which point the south quarter-corner of said sec. 19 bears south 34°42' east 858.8 feet; running thence south 2°05' east 864.9 feet along property line common to the said Thomas Jensen and wife and H. H. Corbin to a point on the north side of the road between property of the said Thomas Jensen and wife and C. E. Miller; thence south 67°33' west 137.5 feet along said north side of road to a point from which the northwest corner of said sec. 30 bears north 82°04' west 2046.1 feet; thence north 2°05' west 848.2 feet to a point on the property line common to the said Thomas Jensen and wife and Antonio Lassich; thence north 62°56' east 86 feet along said line to a point common to the properties of the said Thomas Jensen and wife and Antonio Lassich and Eulojio Barreras; thence north 58°20' east 58.6 feet along the property line common to the said Thomas Jensen and wife and Eulojio Barreras to point of beginning; containing two and fifty-three hundredths (2.53) acres, more or less;

Now, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, That we, the said R. B. Redic, Trustee, and the said The City National Bank of El Paso, Texas,

for and in consideration of the premises and of One Dollar (\$1.00) to us in hand paid, the receipt whereof is hereby acknowledged, do hereby remise, set over, release, and reconvey unto the said Thomas Jensen and Pearl Jensen, their

heirs and assigns, all and singular, the property and premises herein last above described, forever free and quit of the above named encumbrance, expressly reserving, however, all rights under the said deed of trust and instrument of assignment of promissory notes against all the remaining described land in the same manner and effect as if this release had never been executed.



IN TESTIMONY WHEREOF, the said R. B. Redie, Trustee, has subscribed his name and the said The City National Bank of El Paso, Texas, has caused this instrument to be signed by its Vice-President, thereunto authorized by a resolution of the Board of Directors, and affixed its seal hereunto, this, the 11th day of March, A. D. 1920.

R. B. Redie Trustee.

Attest:  
@ H. M. Anderson  
Cashier

Signed, sealed, and delivered in the presence of—

THE CITY NATIONAL BANK OF  
EL PASO, TEXAS,

By H. M. Anderson,

Its Vice President.

STATE OF Texas,  
COUNTY OF El Paso, ss.

On this 11th day of March, 1920,  
before me personally appeared H. M. Anderson

\_\_\_\_\_, to me known, and acknowledged that the  
\_\_\_\_\_, City National Bank of El Paso, Texas,  
by him its Vice Pres., signed, sealed with its corporate seal, and delivered the foregoing  
instrument for the purposes and considerations therein expressed.

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

My commission expires

5/31/21

N. P. Gardner

Notary Public.  
El Paso Co. Tex

STATE OF Texas  
COUNTY OF El Paso } ss.  
New Mexico

On this 22<sup>nd</sup> day of September, 19120,  
before me personally appeared R. B. Redic,

\_\_\_\_\_ who is \_\_\_\_\_ to me known  
to be the person described in and who executed the foregoing instrument, and acknowledged that  
\_\_\_\_\_ he \_\_\_\_\_ executed the same as \_\_\_\_\_ his \_\_\_\_\_ free act and deed, and in the capacity  
stated.

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

My commission expires May 31, 1921

7 E. Kuntze  
Notary Public in and for County  
of Dona Ana, New Mexico  
El Paso, Texas.



#36849

RELEASE UNDER

TO

State of MM ss:  
County of Aloua

I hereby certify that this instrument was

filed for record on the 12  
day of March, A. D. 1974,  
at 1 30 o'clock P M., and duly  
recorded in book Q5

page 877, of the Records of Deeds and  
Mortgages of said county.

MM Nevece  
County Clerk and Ex-officio Recorder.

Deputy.

Fees, \$



Subject: Opinion on title, etc.

1. Reference is had to opinion on this title by Mr. Peery, dated November 2, 1918, which, with other matters, is here briefly reviewed, as follows:

2. The probate proceedings found at page 24 of the abstract of title and referred to in paragraphs 6 and 7 of the opinion by Mr. Peery, relate to <sup>appointment of a guardian and</sup> ~~order~~ conveyance, and approval of conveyance by the <sup>guardian</sup> ~~court~~, of a one-fourth interest there shown to have vested in certain minors, the children of Jose and Francisca Barrio, to whom the land was formerly conveyed (see p. 23 of the abstract), <sup>prior to which</sup> ~~and which~~ proceedings ~~were had~~ the said Francisca Barrio, wife of Jose, had died. After the opinion by Mr. Peery <sup>had been</sup> ~~was~~ rendered the abstract was sent ~~xx~~ back to the abstracter <sup>as to the probate proceedings</sup> for further data, and it now appears that the children of the said deceased Francisca Barrio were all in court, and hence further record of service



upon them is not necessary, and that this ex parte proceeding

was, under the customary practice, disposed of at the time

of the filing of the petition, and the order of the court ap-

proved the deed made by the guardian which is abstracted

~~by the guardian~~ at page 25.

*I do not find that the record is irregular.*  
~~It is my opinion that there are~~

~~no irregularities shown by the record, but further, that the~~ subject,

title running through the said Jose Barrio and wife, the

latter now deceased, <sup>is further</sup> perfected by the deed from Jose Barrio

and others running to Elic Toot, ~~dated September~~ abstracted

*The land was acquired as community property and*  
at page 26. <sup>information</sup> The best ~~evidence~~ we can obtain upon the subject

shows that Francisca Barrio died on November 26, 1907. At

<sup>as</sup> (and at the present time) that time the law in force provided that upon the death of

the wife the entire community property, without administration,

belongs to the surviving husband. (Section <sup>1840</sup> ~~2764~~ New Mexico

*There is no record of any conveyance to the children*  
Code 1915.) A prior law vested a one-fourth interest in

surviving children under the same circumstances, and as the

existing law went into effect only shortly before these



*death of this decedent*  
~~guardianship proceedings were had~~, I am inclined to think  
 that the proceedings ~~were~~ <sup>were instituted</sup> may have been entertained by the  
 parties in interest under <sup>an</sup> erroneous understanding of the  
 necessities of the case. Thus it appears that the last  
 mentioned deed wherein Elic Toot is grantee is adequate to  
 convey the entire property.

3. Paragraph 9 of Mr. Peery's opinion refers to certain  
 conveyances which except small tracts of land that may or  
 may not encroach upon the Government right of way that it is  
 proposed to acquire. A careful personal investigation <sup>upon the ground</sup> leads  
 us ~~to the conclusion that none of these small tracts conflicting~~  
<sup>there is no</sup>  
~~and adverse claims founded upon these conveyances to this effect~~  
~~with the Government boundaries, and that a certificate by~~  
 the Project Manager, as suggested in the opinion, will be found  
 among the papers supporting the purchase.

4. The trust deed and assignment of notes referred to  
 in paragraph 12 of Mr. Peery's opinion has been released by  
 both trustee and the City National Bank, the release now



4.

appearing at page \_\_\_\_\_ of the abstract of title.

5. Taxes have been paid up to date, as evidenced by \_\_\_\_\_

6. I find that upon execution of the warranty deed  
dated \_\_\_\_\_, running from Thomas Jenson et ux. to the  
United States, good title vested in the United States, and  
recommend \_\_\_\_\_.

incls.



Francisca Barrio died  
Nov. 26<sup>th</sup>, 1907.

These are all of the heirs

of Francisca Barrio 1918.

x Union Barrio died at work of Chol.

x Anastacia Barrio " 17 March 1916.

x Juanita Barrio " 18 March 1918.

Clementina born Nov. 26, 1901.

Josefa Barrio " Jan 4, 1904.

Jose M. Barrio

(witness) Pedro Gonzalez

State of New Mexico,

County of Dona Ana

Signed in my presence this 28th day of Sept.

by Jose Barrio. In witness whereof I have here  
unto set my hand and official seal this day and  
date last above mentioned.

*CA. M. Barrio*  
Notary Public.

My commission expires

May 10, 1921.

Prelim draft of  
opinion,

Have P. W. sign

cert. as to adv.,

Claims,

Write Jensen about

deducting for

Taxes when sending

the deed for ea.

ask him abt. 1917

Love especially

think the road paid

STOCK  
SUBSCRIP-  
TION NO.

SUBMISSION

62876

SECTIO