

20
LASSICH, ANTONIO 21. WARRANTY DEED WEST DRAIN 55a-3 (240)

0023-0059-0024-00

THIS INDENTURE, Made this 27th day of November in the year of our Lord one thousand nine hundred and eighteen between Antonio Lassich & Ysabel S. de Lassich, his wife, said Antonio Lassich acting in his individual capacity and as Guardian of Teresa Lassich, Elena Lassich de Carrillo, Steve Lassich and Antonio Lassich, Jr.; and Ana L. de Garcia and Abel Garcia, her husband, and Maria L. de Aguilar, and Manuel Aguilar, her husband, parties of the first part, and the United States of America, pursuant to the Act of June 17, 1902 (32 Stat. 388) - - - - -

of the second part
WITNESSETH, That the said parties of the first part, for and in consideration of the sum of - - - - - Four hundred eighty-nine & 60/100 (\$489.60) - - - - - Dollars, lawful money of the United States of America, to them in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, have granted, bargained, sold, remised, conveyed, released and confirmed, and by these presents do grant, bargain, sell, remise, convey, release and confirm unto the said party of the second part its ~~heirs and~~ assigns forever, all the following described lot or parcels of land or real estate, situate, lying, and being in the County

of Dona Ana State of New Mexico, ~~to-wit:~~ and being a part of the land bequeathed to the Grantors herein by the Will of Steve Sever, Recorded in Will Book No. 5, page 277 of the official records of Dona Ana County, State of New Mexico, to-wit:

A tract of land situated in the southeast quarter of the southwest quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$) of section nineteen (19) Township twenty-six (26) South, Range three (3) East, New Mexico Principal Meridian, more particularly described and bounded as follows:

Beginning at the Northwest corner, a point on the property line common to the Grantor and Eulio Barreras, from which the Southwest corner of said section nineteen (19) bears S. 66°54' W. two thousand one hundred two and three tenths feet (2,102.3'), running thence along said property line S. 44°22' E. one hundred eight and four tenths feet (108.4'); thence S. 23°43' E. one hundred fifty-six and five tenths (156.5') to a point common to the property of the grantor, Eulio Barreras and Sarah J. Maloney; thence S. 62°56' W. ninety-one and one tenth feet (91.1') along the property line common to the grantor and Sarah J. Maloney; thence N. 12°24' W. two hundred sixty-eight and eight tenths feet (268.8') to point of beginning, containing thirty-four hundredths (0.34) acres, more or less:

Also, a strip of land situated in the west half (W $\frac{1}{2}$) Section nineteen (19), Township twenty-six (26) South, Range Three (3) East, New Mexico Principal Meridian, more particularly described and bounded as follows:

Beginning at the northwest corner, a point on the property line common to the grantor and Edward Lange, from which the northwest (NW) corner of said section nineteen (19) bears N. 32°57' W. two thousand six hundred two and three tenths feet (2602.3') running thence N. 64°15' E. one hundred thirty-three and six tenths feet (133.6') along said property line; thence S. 12°43' E. one thousand four hundred eighty-eight and four tenths feet (1488.4') to a point on the property line common to the grantor and N.A. de Ortega; thence S. 19°50' E. five hundred twenty-six and six tenths feet (526.6') to a point common to the properties of the grantor, N.A. de Ortega and Eulio Barreras; thence S. 62°48' W. two hundred thirteen and two tenths feet (213.2') along the property line common to the grantor and Eulio Barreras; thence N. 12°24' W. two thousand thirty-four and three tenths (2034.3') to point of beginning, containing six and seventy-three hundredths (6.73) 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 parties 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 ies 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~~ are well seized of the premises above conveyed, as of a good, sure, perfect and indefeasible estate of inheritance, in law, in fee simple, and ha ve good right, full power, and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid; and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and incumbrances of what kind and nature soever; and the above bargained premises in the quiet and peaceable possessions of the part Y of the second part its ~~heirs and~~ assigns, against all and every person lawfully claiming or to claim, the whole or any part thereof, the said part ies of the first part shall and will warrant and forever defend.

IN WITNESS WHEREOF the said part ies of the first part ha ve hereunto set their hands and seals the day and year above written.

Signed, Sealed and Delivered in the Presence of

Antonio Lassich (L. S.)
Manuel S. Aguilar (L. S.)
Ysabel S. de Lassich (L. S.)
Maria L. de Aguilar (L. S.)
Abel Garcia (L. S.)

TEXAS
STATE OF NEW MEXICO }
County of El Paso } ss.

On this 27th day of NOV. 1918 before me personally appeared Antonio Lassich, Manuel S. Aguilar, Ysabel S. de Lassich, Maria L. de Aguilar, Abel Garcia and Ana L. de Garcia

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.

My commission expires June 1, 1919.

Geo W Noadley
Notary Public in & for El Paso County, Texas.

No 22621

WARRANTY DEED

Antonio Lassich et al

TO

U. S. A.

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

I hereby certify that this instrument was

filed for record on the

3 day of

December A. D. 1918

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

Book 57 Page 366 of the records of

Deeds of said County.

J. J. Shearer

Probate Clerk and Ex-Officio Recorder.

Deputy.

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

THIS INDENTURE, Made this

day of

in the

year of our Lord one thousand nine hundred and

between

of the first part and

of the second part

WITNESSETH, That the said part of the first part, for and in consideration of the sum of Dollars,

lawful money of the United States of America, to in hand paid by the said part of the second part, the receipt whereof is hereby confessed and acknowledged, ha 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 of the second part 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, and being a part of the land bequeathed to the grantors herein by the Will of Steve Sever, Recorded in Will Book No. 5, page 277 of the official records of Dona Ana County, State of New Mexico, to-wit:

A tract of land situated in the southeast quarter of the southwest quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$) of section nineteen (19), township twenty-six (26) south, range three (3) east, New Mexico Principal Meridian, more particularly described and bounded as follows:

Beginning at the northwest corner, a point on the property line common to the grantor and Eulofio Barreras, from which the southwest corner of said section nineteen (19) bears south 66°54' west, two thousand one hundred two and three tenths (2,102.3) feet; running thence along said property line south 44°22' east, one hundred eight and four tenths (108.4) feet; thence south 23°43' east, one hundred fifty-six and five tenths (156.5) feet to a point common to the property of the grantor, Eulofio Barreras and Sarah J. Maloney; thence south 62°56' west, ninety-one and one tenth (91.1) feet along the property line common to the grantor and Sarah J. Maloney; thence north 12°24' west, two hundred sixty-eight and eight tenths (268.8) feet to point of beginning, containing thirty-four hundredths (0.34) acres, more or less;

Also, a strip of land situated in the west half (W $\frac{1}{2}$) section nineteen (19), township twenty-six (26) south, range three (3) east, New Mexico Principal Meridian, more particularly described and bounded as follows:

Beginning at the northwest corner, a point on the property line common to the grantor and Edward Lange, from which the northwest (NW) corner of said section nineteen (19) bears north 32°57' west, two thousand six hundred two and three tenths (2,602.3) feet; running thence north 64°15' west, one hundred thirty-three and six tenths (133.6) feet along said property line; thence south 12°13' east, one thousand four hundred eighty-eight and four tenths (1,488.4) feet to a point on the property line common to the grantor and N. A. de Ortega; thence south 19°50' east, five hundred twenty-six and six tenths (526.6) feet to a point common to the properties of grantor, N. A. de Ortega and Eulofio Barreras; thence south 62°48' west, two hundred thirteen and two tenths (213.2) feet along the property line common to the grantor and Eulofio Barreras; thence north 12°24' west, two thousand thirty-four and three tenths (2,034.3) feet to point of beginning, containing six and seventy-three hundredths (6.73) 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 parties 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 7 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 7 of the second part its heirs and 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 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 7 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~~

Abel Lassich

Elena Lassich de Carrillo

Esteban Lassich

Teresa Lassich

Ana L de Garcia

Jose Leon Carrillo

Maria L De Aguilar

Antonio Lassich

Ysabel L de Lassich

Antonio Lassich Jr

By Antonio Lassich

His Guardian duly appointed

Manuel S. Aguilar

STATE OF NEW MEXICO,

County of _____

On this _____ day of _____ 191_____ before me personally appeared

to me known to be the person _____ described in and who executed the foregoing instrument, and acknowledged that _____ executed the same as _____ 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.

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 25 day of

Feb A. D. 1919,

at 10 o'clock A.M. and duly recorded in

Book 58 Page 357 of the records of

Deeds of said County.

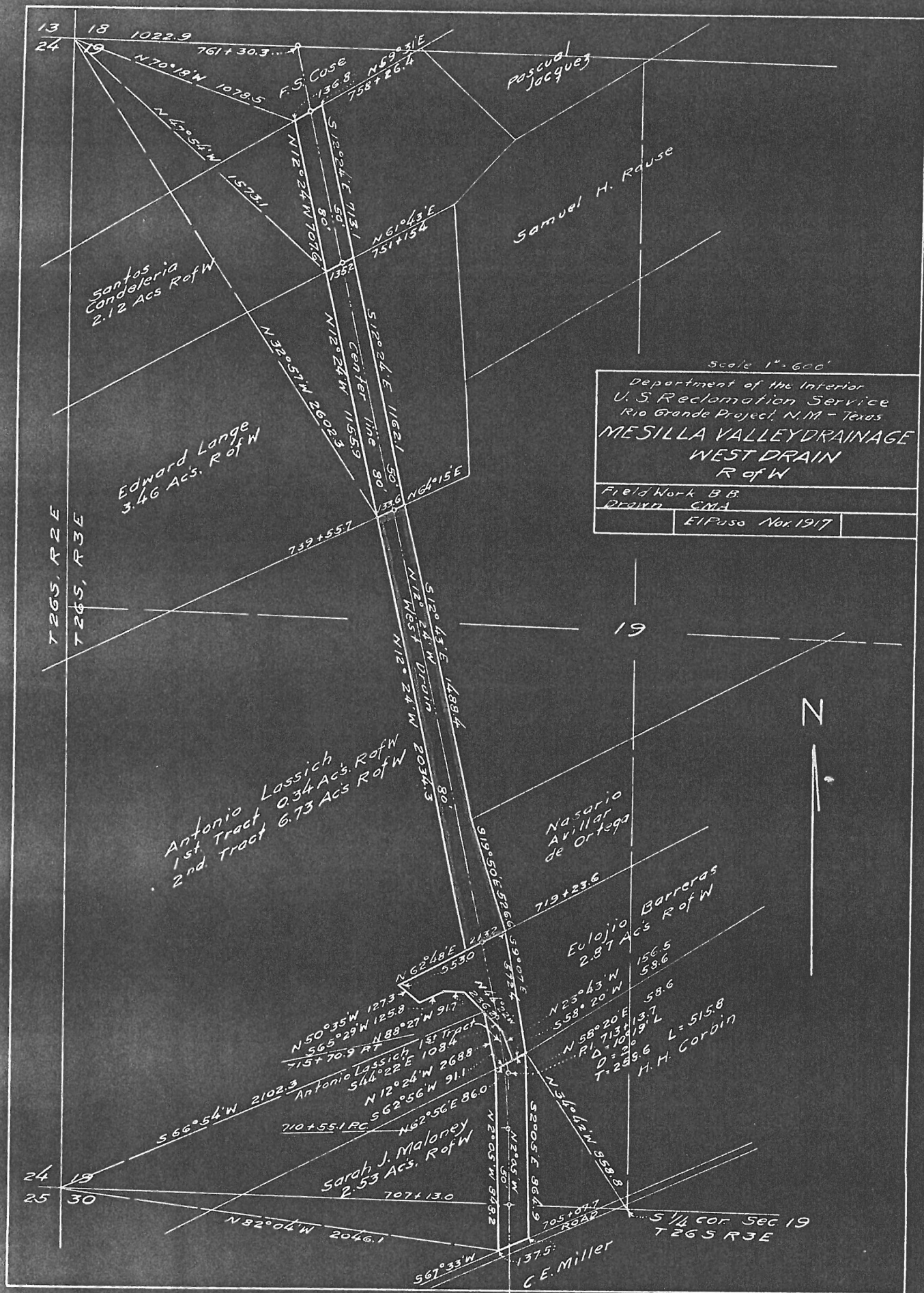
J. F. Weaver
Probate Clerk and Ex-Officio Recorder.

Deputy.

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

This is to certify that I have this day ratified and approved, by order in cause No. 3554, upon the docket of the Third Judicial District Court of the State of New Mexico, within and for the County of Dona Ana, entitled in the Matter of the ~~Appointment of~~ Application of Teresa Lassich, et al, for Leave to Sell Real Estate, the inclosed deed, Dated At Alamogordo, N. M., January 16, 1919.

EDWIN MEEHEM, Presiding Judge.



AFFIDAVIT.

The State of Texas, County of El Paso:

Before me, the undersigned authority, this day personally came and appeared C. M. Wilchar, to me well known, and who, after being by me duly sworn, did depose and say:

That he is a duly authorized and practicing attorney at law of El Paso, Texas, and that he was the attorney of record in Cause No. 15924 in the District Court of El Paso County, Texas, for Antonio Lassich, et al., which cause is entitled "Herschel Gee vs. Antonio Lassich, et al.," and is now the attorney for said defendants as to land purchased by the United States, involving part of the land that was subject of the above described lawsuit; that as such attorney he received in payment of said land purchase a United States Government check dated March 24, 1919, No. 16866, drawn in favor of Teresa Lassich, Elena Lassich de Carrillo, Ana L. de Garcia, Antonio Lassich, Abel Garcia, Isabel S. de Lassich, and Maria L. De Aguillar, for the sum of \$477.10; that he recognized that Abel Garcia (husband of Ana L. de Garcia, whose maiden name was Anita Lassich) is not entitled to any of the proceeds of said check, and that Antonio Lassich, who is a minor and whose guardian is Antonio Lassich, Estevan (otherwise known as Steve) Lassich, all proceeds of said in said check, are entitled to a part of the proceeds of said check.

Sworn to and subscribed before me, this 8th day of April, A. D. 1919.

Brown
Notary Public.

(SEAL)

My com. exp. _____

Memorandum to accompany title papers for purchase from Antonio Lassich et al.

In reference to paragraph 3 of District Counsel's opinion of June 12, 1918, we have secured a sworn statement by Antonio Lassich that Felicita E. Vda. de Alvarez, the wife of Leon Alvarez, died about the year 1900 and that her children, who were all of heir heirs, are as follows:

Luis E. Alvarez, Felicita E. Alvarez, Dionicio Alvarez, and Josefa A. Ochoa;

and these parties have been joined in a quitclaim deed running to Antonio Lassich for the Leon Alvarez tract of land.

With reference to paragraph 5, a certificate is attached showing that on November 14, 1905, P. M. Bailey was a single man.

With reference to paragraph 9, the abstract brought up to date shows that taxes for the last half of the year 1917 have been paid.

With reference to paragraphs 5 of opinion of December 28, 1918, the following parties have been joined in the warranty deed running to the United States:

Antonio Lassich, Ysabel S. de Lassich, Miguel S. Aguilar, Maria L. de Aguilar, Abel Garcia, Ana L. de Garcia, Teresa Lassich, Elena Lassich de Carrillo, Jose Carrillo, Steve Lassich, and Antonio Lassich Jr., Antonio Lassich signing as the guardian of Antonio Lassich Jr. Anita and Maria are now married and their names are now Garcia and Aguilar, respectively, and Anita now signs her name "Anna L. de", and the husbands of these two women have also been joined in the warranty deed. Teresa, Elena, and Steve have become of age, Elena has married, and her husband is also joined in the deed.

With reference to paragraph 12 of opinion of June 12, 1918, the land description in the warranty deed has been modified in accordance therewith.

In reference to paragraph 13 of opinion of June 12, 1918, see affidavit by Antonio Lassich, Executor, to the effect that the estate of Steve Sever is not indebted.

With reference to paragraph 5 of opinion of January 6, 1919, it is impossible to state a rule that will define the exact interest each party to this conveyance has in the total consideration to be paid, and there is no court order covering the matter. Check will be drawn jointly to all parties signing the warranty deed and delivered to their El Paso, Texas, attorney, who is duly authorized to represent them. Under these circumstances there is no further burden upon grantee to look to distribution of the funds.

C F HARVEY

El Paso, Texas,
March 3, 1919.

Clerk.

With reference to 1918 taxes shown as unpaid at p. 87 of the abstract, see par. 14 of Mr. Peery's opinion of Dec. 28, 1918. The United States has had possession under agreement to sell since January, 1918, and the county officials always release lands from taxes when a showing is made that the United States has taken possession for construction purposes.

C F HARVEY

El Paso, Texas,
March 12, 1919.

Clerk.

El Paso, Texas, April 7, 1919.

From C. F. Harvey, Clerk.

To L. S. Kennicott, Fiscal Agent, El Paso, Texas.

Subject: Payment on voucher No. 1504 - Rio Grande project.

1. Reference is had to the above described voucher, which is for payment for land purchased for Rio Grande project canals. It is noted that, while Estevan Lassich signed this voucher, the check drawn in payment did not include him as a payee, and also that, while Abel Garcia is not really a party in interest but who signed the warranty deed running to the Government, he was one of the signers of the voucher and that the check drawn in payment included him as a payee. It is also understood that Mr. C. M. Wilchar, the attorney for the several parties to the land purchase, or some other person not in our offices, undertook to prepare the heading of this voucher as well as secure the necessary signatures, and that you drew the check in payment with the voucher in this form. My approval of the voucher follows as a matter of course and with the understanding that the check has been cashed.

2. In support of the transaction as evidenced by the voucher, I have secured an affidavit by Mr. Wilchar in regard to distribution of the proceeds of the check.

3. In addition to this, you are advised that Mr. Wilchar informed me that the parties in interest have an unrecorded agreement that Antonio Lassich Sr. is to take the entire beneficial and legal title to the land, and have let him have the entire proceeds of the check. This includes the interest of Estevan Lassich as well as the others. The condition of the record title is that Antonio Lassich Sr. has a life estate and that the other parties stood as remaindermen. Under these conditions there is no way of figuring the exact interests according to any set rule of law, and the agreement among the parties is probably as good a solution of the matter as any that could be arranged.

ihcl.

C F HARVEY

CH

El Paso, Texas, February 21, 1919.

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

Gentlemen:

Transmitted herewith to be extended up to date, is
abstract of title No. 4473.

Very truly yours,

P W DENT CPH

District Counsel.

incl.

CH

El Paso, Texas, February 21, 1919.

County Clerk for Dona Ana County,
Las Cruces,
Dona Ana County, N. Mex.

Dear Sir:

Transmitted herewith for official record is warranty
deed dated January 16, 1919, running from Antonio Lassich,
et al, to the United States.

Very truly yours,

P W DENT

District Counsel.

incl.

Kindly use your utmost endeavors to copy
this deed at once, in order that it may
be called for at your office by Wednes-
day evening. We are asking that this
be made special.

THIS INDENTURE, Made this 16th day of January.

in the year of our Lord one thousand nine hundred and nineteen
between Antonio Lassich and Ysabel S. de Lassich, his wife,
Jose Leon Carrillo and his wife,
Teresa Lassich, Elena Lassich de Carrillo, Steven Lassich,
said Steve Lassich' name being spelled Esteban Lassich, and
Ana L. de Garcia and Abel Garcia, her husband, Maria L. de
Aguilar and Manuel S. Aguilar, her husband; and Antonio
Lassich, Junior, by Antonio Lassich, his guardian, duly
appointed by the District Court of the Third Judicial
District of the State of New Mexico within and for the County
of Dona Ana, by order of the Court dated May 9, 1914, parties
of the first part and The United States of America, pursuant
to the Act of Congress dated June 17, 1902 (32 Stat., 388),
and acts amendatory thereof and supplementary thereto, of
the second part:

WITNESSETH, That the said parties of the first part,
for and in consideration of the sum of Four hundred eighty-
nine and 60/100 (\$489.60) Dollars, lawful money of the United
States of America, to them in hand paid by the said party of
the second part, the receipt whereof is hereby confessed and
acknowledged, have granted, bargained, sold, remised, conveyed,
released and confirmed, and by these presents do grant, bargain,
sell, remise, convey, release and confirm unto the said party
of the second part, its assigns forever, all the following
described lots or parcels of land or real estate, situate,
lying and being in the - - - - -

Final Deed

The State of Texas, :
: ss.
County of El Paso, :

On this 15th day of January, 1919, before me personally appeared Jose Carrillo and Elena Lassich de Carrillo, ~~wifexxxAbel~~ Manuel S. Aguilar and wife, Maria L. de Garcia, Ana L. de Garcia, wife of Abel Garcia, and Teresa Lassich, to me known to be the persons 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 official seal the day and year in this certificate above mentioned. My Commission expires May 31st, 1919.

(Seal)

Volney M. Brown, Notary Public,
El Paso County, Texas.

The State of Texas, :
: ss.
County of El Paso, :

On this 15th day of January, 1919, before me personally appeared Abel Garcia and Esteban Lassich, to me known to be the persons described in and who executed the above and foregoing instrument and acknowledged to me that they executed the same as their free act and deed.

In Witness Whereof, I have hereunto set my hand and official seal the day and year above mentioned.

(SEAL)

C. M. Wilchar, Notary Public,
El Paso County, Texas.

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

On this 15th day of January, 1919, before me personally appeared Antonio Lassich and Ysabel S. de Lassich, his wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed, and the said Antonio Lassich further acknowledged that he executed the same as Guardian of Antonio Lassich.

In Witness whereof, I have hereunto set my hand and official seal the day and year above written.

(SEAL) My com. expires
1/1/'21

Wm. Alex Sutherland, Notary Public,
Dona Ana County, New Mexico.

FRED C. KNOLLENBERG
LAWYER
EL PASO, TEXAS

January 9, 1919.

Mr. C. F. Harvey

Asst. District Counsel, U.S. Reclamation Service,
Mills Building,
El Paso, Texas.

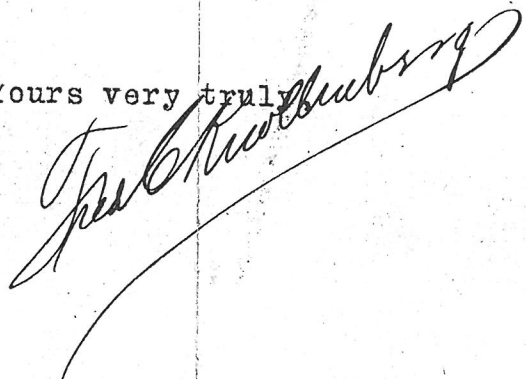
Dear Sir:-

In Re. Gee Vs. Lassich No. 1379

Replying to your favor of the 31st. in
regard to the lis pendens, wish to say it is our
desire to aid you in any way we can and under the
circumstances we would not want the notice to stand
in the way of giving title to ^{Reclamation} ~~Reclamation~~ you have
for the drain and whenever you get ready I will
be pleased to execute a release covering the right
of way you desire.

I remain

Yours very truly



FCK-B

El Paso, Texas.
Jan. 7, 1919.

Messrs Brown & Wilchar,
513 First National Bank,
El Paso, Texas.

Gentlemen:

Receipt is acknowledged of your letter of the 6th instant regarding the Antonio Lassich matter.

This office concurs with your views as to the equities in the case between the United States and Herschel Gee, as no doubt if this matter ever had to be adjudicated in Court there would be little difficulty in the United States getting a decision. However, you will appreciate that, as, at the time of our last communication to Mr. Lassich, we had nothing but the lis pendens in abstract of title to go by, a further inquiry was strictly in order. As the matter of this pending litigation has been raised by our Department and, from the information contained in your letter, it appears that the case will go to trial the latter part of this month, it will undoubtedly be necessary for this office to suspend final payment until the case is out of court. In view of the fact that we have the opinions of other officials of our Department to contend with, we trust that you will appreciate our position in making the statement that in spite of the apparent equities in the case, we shall probably be obliged to ask your client to wait a while longer for payment.

However, we have drawn another deed, which we wish Antonio Lassich and the other parties named therein to execute, and when this deed is upon record, when the abstract also shows that Lassich has filed the necessary bond under his guardianship, and when the court has duly approved the sale of the property and the pending suit between Gee and Lassich is closed in favor of Lassich, we shall be in a position to make final settlement.

We have written to Mr. Knollenberg, who we understand is the attorney for Mr. Gee in this suit, and asked if his client would be willing to sign a disclaimer or release to the particular land which is to be conveyed to the United States. As yet we have not heard from Mr. Knollenberg, but if proper release could be secured, it will, of course, not be necessary to wait on the outcome of the suit.

#2.

In the deed we prefer to have the signature
"Antonio Lassich, Jr. by Antonio Lassich his Guardian".

Yours very truly,

C.F. HARVEY

Enc 1.

Assistant District Counsel.

BROWN & WILCHAR

LAWYERS

513 TO 517 FIRST NAT'L BANK BLDG

EL PASO, TEXAS

January 6, 1919.

Mr. C. F. Harvey,
Asst. Dis. Counsel,
Reclamation Service,
El Paso, Texas.

Dear Sir:-

Your letter to Antonio Lassich of Chambarino New Mexico, has been turned over to us by Mr. Lassich, to answer for him. We beg to advise as follows: We are his attorneys of record in the case of Gee V Lassich. The case is set for trial on the 23d, of this month. It is a suit for specific performance and lieu of that, for damages. The heirs or remaindermen never at any time entered into a contract with Gee. Lassich himself made the contract of exchange. There is no question that Gee is not entitled to specific performance. There then remains the question of damages only. Gee can only recover certain special damages which have to be pleaded and proven and which could not be but little. The plaintiff through his attorney, Knollenberg, has not even done that as yet. But we fail to see how and why that case has anything to do with the contract with the Government that was made and entered into before the contract with Gee. Furthermore as a legal proposition it could not interfere with the Gov. contract for the obvious reason that the government's rights were acquired before the Gee contract. Bear in mind that Gee only entered into a contract with Antonio alone, to convey or exchange upon he, the said Gee complying with certain conditions, which he never did comply with and further that Lassich never conveyed anything. Further even if the contract with Gee was valid and enforceable which it is not, Gee would take the land subject to any contract or prior conveyance of Lassich, it makes no difference whether the contract was executed or not because the Gov. entered into an oral contract with Lassich and in pursuance of that agreement the Gov. entered into his land and took over the part agreed to for the purposes contemplated and it makes no difference whether the deed to the land so sold had been actually executed at the time of the Gee contract or not. We think that if you will examine this question you will agree with us that the pending action has no bearing whatever on Mr. Lassich's right to receive the agreed price for the land that was long ago turned over to the Government.

All the minors are of age except Antonio Jr.
Mr. Lassich has long since filed the bond required

Mr.C.F.H.# 2.

by the court. All of the remaindermen are ready to sign any deed required by you in the matter. Also Mr.Lassich will secure an order of the court approving the sale of the minor's interest. Would you kindly fix up the papers that you deem necessary in the transaction at your earliest convenience so that Mr.Lassich may receive what is coming to him? He will promptly secure any release that you may deem necessary from the heirs to the remainder over, after his life estate terminates.

We would thank you to let us know as soon as convenient just what Mr.Lassich may expect? He stands ready, able and willing to do all and everything that might constitute a legal impediment to the transaction except to be able to state just when the Gee suit will terminate, although we think it will terminate this month, but we think that if you will examine the authorities on this question you will find that the courts in all states uniformly hold that the Government under the facts in this case would take an absolutely good fee simple title.

CMW-/

Very truly yours,

Brown & Wilcox

El Paso, Texas,
Dec. 31, 1918.

Mr. Fred C. Knollenberg,
310 Caples Building,
El Paso, Texas.

Dear Sir:

Referring to lis pendens, Cause No. 15924, El Paso County District Court, filed April 18, 1918, which is for enforcement of specific performance under an agreement to exchange certain real estate made between Herschel Gee and Antonio Lassich, dated February 8, 1918, we are taking the liberty of writing you in regard to this matter, supposing that you are the attorney for Mr. Gee, as you appear as the notary who took his acknowledgment of execution of the notice.

Under date of January 5, 1918, Antonio Lassich entered into an agreement with the United States to convey to the United States two tracts of land containing .34 acre and 6.73 acres for right of way across the same land involved in Mr. Gee's suit, for Reclamation Service drains. We have since secured a warranty deed from Mr. Lassich as guardian for some of the parties named in the lis pendens and others of these parties so named acting in their individual capacities who have now become of age. Our deed is dated November 27, 1918, and it was executed before we had brought the abstract of title up to date and thus before we had information of the lis pendens.

Considering the date of the agreement to sell to the United States and of the filing of the lis pendens, we are inclined to think that the priorities are in favor of the United States, but still would like to know if you would be willing to file a disclaimer to the particular right of way to be acquired by the United States and upon which the drain has already been constructed.

We also invite your attention to the fact that the lis pendens recites that the agreement to sell for which specific performance is sought, was made with Antonio Lassich. In the suit, of the defendants named we believe that at the time of the bringing of this suit, Teresa Lassich, Elena Lassich de Carrillo, and, very likely, Steve Lassich had become of age, and at least the two first named had become of age

#2.

at the date of the contract between Lassich and Gee, February 8, 1918; thus we doubt the authority of Lassich to contract for the parties who had become of age, and in any event the right to enforce such contract unless it had been duly approved by the Court having jurisdiction of the guardianship matter which is involved.

Assuming, however, that you have or will have all these points properly covered when you go to trial and that for any reason it would not be desirable for you to file a disclaimer, or to have Mr. Gee execute a release deed, we would ask what the probabilities are for you going to trial and securing a decree.

Awaiting your early reply either from yourself or by reference to other attorney if you do not have this matter in hand, we are,

Yours very truly,

C.F. HARVEY

Assistant District Counsel.

El Paso, Texas.
Dec. 31, 1918.

Mr. Antonio Lassich,

Anthony, New Mexico.

Dear Sir:

In looking over the authority of the court granted you to act as guardian of the parties named in the warranty deed that was recently executed by yourself and others, running to the United States, it appears that the authority for you to sell real estate is conditioned upon your filing a bond for \$5600.00. This would have to be done before the court could approve the conveyance, which you have made to the United States, and before the interests of the United States would be protected in making a payment to you for any land conveyed.

Also since your appointment as guardian, it appears that Teresa Lassich, Elena Lassich de Carrillo, and probably Steve Lassich have become of age. In view of this fact it will be necessary for us to draw another deed letting these parties execute the deed in their individual capacities, and making payment to them direct and not to you as guardian. Kindly advise if it is a fact that Steve Lassich is now of age.

Please advise also if it is your intention to file with the court this bond for \$5600.00 and then to secure by *you* the court approval of the deed running to the United States.

We are today writing Fred C. Knollenberg, an El Paso attorney, located in the Caples Bldg., who we understand is handling the law suit brought against you by Herschel Gee, asking him what the prospects are of securing a prompt determination of this litigation and whether, if the litigation is likely to run along for some time, Mr. Gee would be willing to execute a release of his interest in the land. We also ask you to advise us what you know of the progress of this law suit and what you think the outcome of it will be. Please let us know what attorney, if any, is handling the case for you.

Regretting that we are unable to make settlement
at once of this purchase, on account of the impending suit
brought by Mr. Gee, we are,

Yours very truly,

C.F.HARVEY

Assistant District Counsel.

El Paso, Texas.
Dec. 31, 1918.

From: Assistant District Counsel.
To: Edwin H. Peery, District Counsel, Denver, Colo.
Subject: Purchase from Antonio Lassich, et al. - Rio Grande Project.

1. Receipt is acknowledged of your opinion dated December 28, 1918, in the above purchase.

2. We are today writing the attorney for Herschel Gee, complainant in the lis pendens, which is largely the subject of this opinion, asking if the complainant will be willing to execute a disclaimer and if not what the prospects are for concluding the litigation. In this connection I ask your opinion as to whether our ordinary form of release deed or the usual form of quitclaim deed, executed by Mr. Gee, would not be satisfactory.


3. In regard to the form of warranty deed running to the United States, I note that you wish this executed in the names of the minors by Antonio Lassich as guardian. You do not state whether the ordinary form of warranty deed will be satisfactory, or whether you wish a special form of deed gotten up reciting the appointment of the guardian for authority to sell and approval of the sale by the courts, etc. The ordinary form of deed under these conditions in New Mexico, I believe, generally runs in the name of the guardian in his official capacity for certain wards and their names are not signed per guardian. It will be as easy to get up the one form as the other, but I ask that you kindly advise both as to the preamble in the conveyance and the method of signing.

4. Provided that disclaimer or release could be secured from the complainant in the pending litigation and that we might find difficulty and delay in getting the guardian to close up the necessary procedure in the court for his authority to sell, approval of the conveyance, etc., do you think that we could secure satisfactory title by the ordinary form of warranty deed joined in by the guardian for the minor heirs, by those who have become of age in their individual capacity and by making payment direct to those who are of age

and notifying the court that we hold the balance of the money subject to the order of the court whenever they get to an accounting.

5. In reference to paragraph 11 of your opinion, you are advised that the widow of Leon Alvarez died during or about the year 1900 and we have an affidavit to this effect by Lassich, which we intend to send in with the other supporting papers. This affidavit also states that her children, who are all of her heirs, are those same parties who joined in the quitclaim deed running to Antonio Lassich. In view of the considerable lapse of time since the death of widow of Leon Alvarez, I ask if you cannot waive the requirement named in the last sentence of paragraph 11, that a showing be made that the estate of the widow is not indebted. There is no lien of record.

6. By the way, I would like to ask your opinion about a matter which arises in this connection and in which I am interested, but for which I do not find a decision at hand, and that is whether, assuming that a guardian had entered into an agreement to sell, which was duly authorized, prior to the time when minors had become of age, and where the minors become of age before the final deed passes, should the obligee look to the guardian for deed or to the wards who have since become of age? The estate is, of course, burdened with the obligations under the agreement to sell, but I would like to know your opinion, and I suppose the question would also turn somewhat upon the fact of whether or not final accounting had been accepted by the court and the guardian discharged of his trust.



Denver, Colorado, December 28, 1918.

District Counsel Edwin H. Peery,

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

Second opinion on title to two parcels of land to be purchased from Antonio Lassich and others for the Rio Grande Project, N.M.

1. On June 12, 1918, I rendered an opinion upon the title to the land involved in the above purchase in which it was found that the title to the land embraced in the agreement with Antonio Lassich and Isabel S. Lassich, his wife, of January 5, 1918, was vested in said Antonio Lassich for life with remainder, share and share alike, in his children, - Anita, Maria, Teresa, Steve, Antonio, Jr., and Elena Lassich de Carrillo, except a portion of the purchase lying within what was called the Leon Alvarez tract, which was vested in Felicitas E. Alvarez, subject, however, to the last half of taxes for the year 1917 and to showing that F. H. Bailey was unmarried November 11, 1905, date when he executed deed abstracted at page 52 of the abstract.

2. Assistant District Counsel Harvey under date of December 16, 1918, returns the abstract showing the same continued by abstract No. 4705 of The Southwestern Abstract & Title Company to December 11, 1918. The abstract as continued shows a deed from Felicitas E. Alvarez and others dated November 6, 1918, quit claiming to Antonio Lassich the Leon Alvarez tract (entry No. 78), and also a deed dated November 27, 1918, from Antonio Lassich, acting for himself and as guardian of four of his children above mentioned, who appeared by the previous abstract to have been minors, joined also by Ana L. de Garcia and Maria L. de Aguilar and their respective husbands, to the United States conveying the land described in the agreement (entry No. 80).

Abstract
3. The agreement also shows (entry No. 79) a Lis Pendens filed April 18, 1918, in Cause No. 15924, District Court, El Paso County, Texas, in which Herschel Gee is plaintiff and Antonio Lassich and four of his aforesaid children are defendants. The purpose of the suit is stated to be the enforcement of specific performance of a contract between plaintiff and Antonio Lassich dated February 8, 1918, to exchange real estate, and in which contract said Antonio Lassich was to convey to the plaintiff a tract of land in Dona Ana County, New Mexico, containing 216.06 acres, being the tract described in the caption of the abstract and out of which the purchase is taken.

4. As shown by the caption of the contract sale between Antonio Lassich and Herschel Gee, the land involved in the above purchase is situated in Dona Ana County, New Mexico, and is described in the caption of the abstract as being the tract described in the caption of the abstract and out of which the purchase is taken.

4. The abstract first examined shows (entry No. 62) an authorization to sell real estate belonging to Teresa Lassich, Elena Lassich de Carrillo, Steve Lassich and Antonio Lassich, Jr., minors. The petition was filed by Antonio Lassich, their father and next of friend, who was by the court on the same date appointed guardian of said minors with authority to sell their said interest at public or private sale upon the filing of a bond in the sum of \$5600 to be approved by court. The value of each of the interests of said minors was fixed by the court at \$700, each minor being entitled to one-sixth of the whole of the property described in the caption of the abstract after the termination of the life estate of their father, Antonio Lassich.

5. The deed to the United States above referred to was executed November 27, 1918, at which time it appears that two of said minors - Teresa Lassich and Elena Lassich de Carrillo - had become of age and another of said minors, Steve Lassich, had also probably become of age as it appeared that he was 16 years old on March 21, 1914, date of filing petition for authority to sell the real estate of said minors.

6. After said minors became of age the authority of the court and of the guardian to sell their property ceased and the only authority which the court had over the previous wards or the said guardian was to compel an accounting. Deeds should be obtained from the minors who have become of age.

7. The continuation fails to show any order of court approving the sale and form of deed nor is there any showing that the bond required by the court has been filed or approved. This showing should be made and if no such order has been entered an order approving the sale and reciting that certain of the minors have become of age would be proper.

8. The deed to the United States should have been signed in the names of the minors by Antonio Lassich, their guardian, instead of being signed by the latter in his own name with the recital that he was acting both individually and in the character of guardian of the minors.

9. As a new deed will be necessary to be executed by the minors who have become of age, it would be advisable to have Antonio Lassich join in the execution as guardian of the minors who have not become of age, signing their names to the deed by himself as guardian.

10. Ana L. de Garcia and Maria L. de Aguilar, who join in the execution of the deed to the United States, should be identified as Anita Lassich and Maria Lassich, respectively.

11. At entry No. 78 of the continuation of the abstract Luis E. Alvarez, Felicitas E. Alvarez, Dionicio Alvarez and Josefa A. Ochoa conveyed to Antonio Lassich the Leon Alvarez tract mentioned in my opinion of June 12 as vested in Felicitas E. Alvarez. If the person named Felicitas E. Alvarez in said deed abstracted at No. 78 is the same person as

that named as the grantee in the deed abstracted at entry No. 53, then the conveyance is a good transfer of the title to Antonio Lassich. The fact, however, that considerable time has elapsed since the deed to Felicitas L. Alvarez, abstracted at entry No. 53, and the further fact that others have joined in the execution of the later deed to Antonio Lassich, would indicate that Felicitas L. Alvarez, the widow of Leon Alvarez, may have died and that the grantors in the deed to Antonio Lassich are her heirs. I recommend that inquiry be made and if the widow of Leon Alvarez has died, a certificate be obtained showing that the grantors named in deed at entry No. 78 are the only heirs of said Felicitas L. Alvarez and in addition the usual showing be made that the estate is not indebted.

12. It would appear that the equities of the United States under its agreement with Antonio Lassich are superior to those of Herschel See, the plaintiff in the suit mentioned in the notice of lis pendens, shown at entry No. 79. The agreement upon which the suit in this case is based is dated February 8, 1918, but the agreement with the United States had been approved January 24, 1918. Between the two the Government's agreement is earlier in date and was placed of record before the notice of lis pendens was filed. The agreement with the United States was with Antonio Lassich and wife and not with his children, who were entitled to the remainder of the property after the termination of the life estate of Antonio Lassich. The agreement for which specific performance is sought in the suit is, however, in no better situation as it appears to have been made with Antonio Lassich alone altho four of the six children of Antonio Lassich were made parties to the suit, for what purpose does not appear.

not

13. It would be advisable, however, to accept the title without further examination of this suit, which was brought in the District Court of El Paso County, Texas. An examination of the papers might disclose facts showing that the Government would be safe in accepting the title notwithstanding such suit, or a proper disclaimer might be obtained from the plaintiff or from his attorney. It does not seem probable that Mr. Lassich after contracting to sell a portion of the land to the United States would thereafter make another agreement for exchanging the same land for other lands without protecting the agreement with the Government.

14. Taxes for the year 1917 are shown by the extended abstract to have been paid and the tax roll for 1918 was not completed at the time when the abstract closed. Altho the deed to the United States is defective, I am of opinion that it is such an attempted conveyance and such an attempt to comply with the power that it is effective to prevent the lien of taxes for the year 1918 from attaching.

15. After the objections hereinabove indicated have been removed to your satisfaction, the agreement of sale may be carried out as indicated in my opinion of June 12, 1918.

CC-Chief Counsel, Wash. D.C.

Edwin H. Peery.

Enc. - Abstract No. 4473 continued by No. 4705 of The Southwestern Abstr.

& Title Co.

El Paso, Texas,
Dec. 16, 1918.

From: Assistant District Counsel.
To: Edwin H. Peery, District Counsel, Denver, Colo.
Subject: Antonio Lassich Title - Rio Grande Project.

1. Upon examining the abstract brought up to date for this purchase, I find notice of lis pendens affecting the land which we are to purchase. This concerns action upon a contract to enforce specific performance for exchange of the real estate described. Chronologically the essential dates to consider are as follows:

Contract to convey between Lassich and United States, dated January 5, 1918.

Contract (evidently never recorded) between Herschel Gee and Antonio Lassich, dated February 8, 1918.

Contract between Lassich and United States, filed for record March 1, 1918.

Lis pendens Gee vs. Lassich, filed April 18, 1918.

Warranty deed running from Lassich et al. to the United States dated November 27, 1918 and filed for record December 3, 1918.

2. Quitclaim deed running from Luis Alvarez et al. to Antonio Lassich is dated November 6, 1918, and filed for record December 9, 1918, but this deed is only to perfect title and we do not think it is essential in considering the priorities of the case.

3. If this were an ordinary suit of some matter not so directly concerning the land I would be inclined to pay no attention to it as the priorities and notice are all in favor of the United States. However, the matter is one of specific performance concerning the land the United States is interested in found upon a contract of which we were constructively upon notice prior to the date of our warranty deed, hence we think it best to submit the matter to you for final approval before paying Mr. Lassich his money.

4. The abstract is enclosed herewith for your further information. As the matter is now up to this final stage, I trust you can give your opinion without great delay and thus allow us to close it.

Enc 1.

- - - - - C.F. HARVEY

El Paso, Texas,
Dec. 11, 1918.

Southwestern Abstract & Title Co.,

Las Cruces, New Mexico.

Gentlemen:

Referring to our letter of December 5th, forwarding abstract relating to Antonio Lassich land, I am requesting that this abstract be worked up at once and returned without delay. We are in urgent need of it and anything that you can do to get it back to this office immediately will be appreciated.

Yours very truly,

C. F. HARVEY

Assistant District Counsel.

El Paso, Texas,

Dec. 7, 1918.

County Clerk, Dona Ana County,
Las Cruces, New Mexico.

Dear Sir:

Referring to our letter of Nov. 18th in which
we transmitted quit-claim deed for official record, running
from Luis E. Alvarez, et al. to the United States;

This deed is needed in connection with the
Antonio Lassich matter and we trust you will hasten the
return of same.

Yours very truly,

C.F. HARVEY

Assistant District Counsel.

El Paso, Texas.
Dec. 5, 1918.

Southwestern Abstract & Title Co.,

~~El Paso, Texas.~~

Lawrence

Gentlemen:

Transmitted herewith is abstract of title relating to land of Antonio Lassich.

Please bring this up to date at your earliest convenience and return to this office.

Yours very truly,

G. F. HARVEY

Assistant District Counsel.

Enc 1.

We, the undersigned members of the board designated
to fix the value of the land proposed to be purchased by the
United States of Antonio Lassich, as right-of-way for the
West River drain, Mesilla Valley, Rio Grande project, as
shown upon agreement to sell hereto attached, find that the
fair and reasonable value of said land and rights is \$.489.6/100
.....

.....*A. W. Crowder*.....
Representative Elephant Butte
Water Users' Association.

.....*Geo. W. Hoadley*.....
Representative U. S. Reclamation
Service.

El Paso, Texas...*12/5/18*.....

El Paso, Texas,

Dec. 4, 1918.

Mr. Antonio Lassich,
c/o C. A. Thompson,
Anthony, New Mexico.

Dear Sir:

The warranty deed executed by yourself and others, has been recorded, but has no revenue stamp upon it. This record, without the stamp, has been done as a favor on the part of the County Clerk and I note that he has advised you to this effect.

I am now purchasing a revenue stamp for 50¢ and paying for same out of my own pocket. Kindly reimburse me for this at your convenience.

Yours very truly,

C. F. HARVEY

Assistant District Counsel.

COUNTY OFFICERS

FELIPE LUCERO, SHERIFF. W. W. COX, COLLECTOR. T. ROUAULT, SR., ASSESSOR.
J. F. NEVARES, COUNTY CLERK. C. L. POST, SURVEYOR.
J. C. RODRIGUEZ, PROBATE JUDGE
R. E. MCBRIDE, SUPERINTENDENT OF SCHOOLS.

COUNTY COMMISSIONERS

DIST. 2: J. F. FINDLAY, CHAIRMAN
DIST. 1: DIONICIO ALVAREZ
DIST. 3: PEDRO G. LOPEZ

OFFICE OF
COUNTY CLERK

DONA ANA COUNTY
NEW MEXICO

Las Cruces, N. M., December 3, 1918.

U. S. R. Service,

El Paso, Texas.

Gentlemen:

I am in receipt of yours of the 2nd inst., and contents noted, and in reply will say that you are correct in stating that a 50¢ Documentary Stamp is required on deeds where the consideration is over \$100.00 up to \$500.00, but you will note that there were no Documentary Stamps at all in this deed. I have recorded this deed as Mr. Lassich has written me that he is in a hurry for same, and would request that the 50¢ Documentary Stamp be placed on the deed and cancelled, as I have made a notation on my record to that effect.

I am enclosing you herewith the deed already recorded, and hope that the same is satisfactory, and that the placing of the revenue stamps will be not overlooked.

Yours very truly,

J. F. Nevares
County Clerk.

El Paso, Texas, December 2, 1918.

County Clerk for Dona Ana County,

Las Cruces, N. Mex.

Dear Sir:

Receipt is acknowledged of your card dated November 30 and showing amount due for recording the Lassich deed. This will be vouchered at once.

I note your request on this card for an additional 50-cent internal revenue stamp, as the consideration is \$489.60. Our understanding is that 50 cents covers a consideration from \$100 to \$500 and that an additional 50 cents is not required unless the consideration exceeds \$500. Kindly advise if we are in error.

Very truly yours,

C F HARVEY

Assistant District Counsel.

El Paso, Texas,
Nov. 27, 1918.

County Clerk, Dona Ana County,
Las Cruces, New Mexico.

Dear Sir:

Transmitted herewith for official record is
Warranty deed, dated November 27, 1918, running from
Antonio Lassich, et al. to the United States of America.

Yours very truly,



Assistant District Counsel.

Enc 1.

Contract with Antonio Lassich dated Jan. 5, 1918
Mesilla Valley West River Drain.

CFH:T

El Paso, Texas,
Nov. 18, 1918.

County Clerk, Dona Ana County,
Las Cruces, New Mexico.

Dear Sir:

Transmitted herewith for official record is
quit-claim deed, dated November 6, 1918, running from
Luis E. Alvarez, et al. to the United States.

Yours very truly,

Enc

Assistant District Counsel.

I HEREBY CERTIFY That on November 14, 1905, the date when I executed a quitclaim deed running from myself to Eulogio Barreras, for some 23.3 acres of land in the Refugio Grant, Dona Ana County, New Mexico, I was a single man and the land conveyed in said instrument was held in my single and absolute ownership.

F N BAILEY

Canutillo, Texas,

June 27th, 1918.

The above certificate applies to paragraph 5 of Mr. Peery's opinion of June 12, 1918. This statement was secured with considerable difficulty and it was not possible to get Mr. Bailey to go before a notary in order that he could swear to it. Mr. Peery does not, however, state that a sworn statement is necessary. Upon inquiry in Mr. Bailey's neighborhood, I learned that he is commonly reputed to have been unmarried in 1905.

C F HARVEY

El Paso, Texas,
June 27, 1918.

Assistant District Counsel.

CH

El Paso, Texas, June 25, 1918.

Mr. Antonio Lassich,
Care C. A. Thompson,
Anthony, N. Mex.

Dear Sir:

Referring to my letter of the 18th instant and answer from Mr. Thompson for you dated the 21st, we note that you have a deed from Felicitas E. Alvarez which, we take it, completes the chain of title between Leon Alvarez and yourself for what was known as the "Leon Alvarez" farm. It is also noted that this deed has not, probably, been recorded. Will you kindly mail this deed to us for examination and possibly to be recorded? We will take good care of it and not lose it, and return it to you when we have used it to clear your title as it now stands. You may use the attached envelope, which will require no postage, to mail the deed, but do not use this envelope for any other purpose.

We note what you say in reference to the taxes on the land, and if you have paid all that is due this matter will appear when we send the abstract up for extension.

Please give early attention to the matter of forwarding the above described deed, and if this clears your title satisfactorily we will soon be in a position to make payment of the amount due you.

Very truly yours,

P W DENT OPH
District Counsel.

incl.

El Paso, Texas, June 25, 1918.

Mr. P. H. Bailey,
Canutillo, Texas.

Dear Sir:

In examining title to certain lands in the Refugio Grant now held by Antonio Lassich, we find a quitclaim deed dated November 14, 1905, running from yourself to Eulogio Barreras. No statement appears in our abstract of this deed as to whether or not you were single or married at the time you made this conveyance, although we are informally advised that you were then single. If this is a fact, kindly execute and return in the attached envelope, which will require no postage, the inclosed certificate to the effect that you were unmarried on the above date.

This matter is of the most importance and we ask that you do not delay signing this certificate and mailing it back here at the very earliest date.

Very truly yours,

P W DENT OFH

District Counsel.

2 incs.

El Paso, Texas, June 25, 1918.

Mr. C. A. Thompson,
Care South New Mexico Farmers Association,
Anthony, N. Mex.

My dear Sir:

Your letter of the 21st received making answer for Mr. Lassich. Inclosed is another letter to him which, if you care to help with it, will probably give us in the reply thereto the information that we are looking for in reference to his title.

We greatly appreciate the trouble and pains you have been to in answering our communication to Mr. Lassich, and trust we are not taking too much liberty in asking you to again help him in the matter of the deed that we are now writing about.

Thanking you very much for the above favors, and hoping that we may be able to return them at no far distant time, we remain,

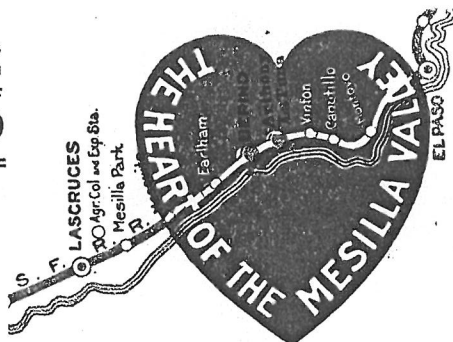
Very truly yours,

P W DENT CPH

District Counsel.

SOUTH NEW MEXICO

INCORPORATED
ALL ORDERS SUBJECT TO CONFIRMATION



BERINO HAY TOOK HIGHEST AWARD
WORLD'S FAIR, ST. LOUIS

FARMERS ASSOCIATION

RY. AND TELEGRAPH ADDRESS: LA TUNA, TEXAS
ROBINSON'S AND HAY AND GRAIN CODES

License Q-101407
United States Food Administration.

ANTHONY, NEW MEXICO,

June 21, 1918.

P.W.Dent, Dist. Counsel, U.S.R.S.,
Mills Bldg, El Paso, Texas.

Dear Sir:

Antonio Lassich of Chamberino has brot me yours of
the 18th. referring to certain faults in the abstract of his
lands near Chamberino.

He says that he holds deed from Felicitas, widow of Leon
Alvarez tho he is not certain as to its being recorded.

I can make affidavit to the fact that P.H. Bailey was a
single man at the time he made deed to Eulogio Barrerrrs,
in 1905. Mr. Bailey lives at Canutillo, Texas.

I enclose signed statement of Mr. Lassich that he has paid all
debts of Estevan Sever, deceased.

Mr. Lassich holds receipt for the first half of 1917 taxes
and is sending today the other half.

Yours very truly,

C. A. Hamilton
For A. Lassich.

POSSESSORY CERTIFICATE.

Rio Grande Project,
El Paso, Texas, June 18, 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 Antonio Lassich and wife, in SE $\frac{1}{4}$ of SW $\frac{1}{4}$ sec. 19 and W $\frac{1}{2}$ sec. 19, T. 26 S., R. 3 E., New Mexico principal meridian (two tracts), in Dona Ana County, New Mexico, for the Rio Grande project, and that the said proposed vendor was in actual, sole, and exclusive possession of the land, claiming to be the owner thereof, and no person claiming a right in such land adverse to the vendor is in possession of any part of it.

Geo W HOADLEY

Field Assistant.

Lassich called at office June 28 and submitted original of the conveyance abstracted on page 34, which contained descriptions of only two tracts of land and not of the Leon Alvarez tract.

Lassich stated that the only heir of Felicitas E. Alvarez, so far as he knew, was one Lonicio (Dianicio) Alvarez of La Union. We advised Lassich to see this man personally, and endeavor to secure a quitclaim deed from him for the entire Leon Alvarez tract. Otherwise we would call on him for a deed merely to the Government right of way.

Lassich will see Alvarez and advise us later what he has accomplished.

Lassich called at office July 10. Was given quitclaim deed to be executed by heirs of Mrs. Felicitas E. Alvarez. Will later have affidavit signed by Dianicio Alvarez, one of the heirs, who is also county commissioner.

See C. Armijo, 207 so. Stanton for information as to heirs.

El Paso, Texas, June 18, 1918.

Mr. Antonio Lassich,

Chamberino, N. Mex.

Dear Sir:

In examining title to the land which you agreed to convey to the United States in contract dated January 5, 1918, we find it necessary to communicate with one Felicitas M. Alvarez, the wife of Leon Alvarez.

It appears from the abstract of title that Leon Alvarez conveyed certain lands to his wife and she, under date of July 27, 1901, made a conveyance to Don Estevan Sever. This latter conveyance should, we take it, include a tract of land known as the Leon Alvarez tract, which is a tract that was conveyed under date of February 5, 1895, by the Refugio Colony Grant to Leon Alvarez, and is described as follows:

From east to west on the north it is 800 yards, bounded by Estevan Sever; from north to south on the west it is 164 yards, bounded by public road and the hills; from west to east on the south it is 800 yards, bounded by M. Freudenthal, and W. Dessauer, and from south to north on the east it has 174 yards, bounded by Sacaria Alvillar.

It is necessary that we obtain a deed from Felicitas M. Alvarez for the Leon Alvarez tract described above, or otherwise show title to have passed from this woman to Estevan Sever. It is possible you may be able to throw some light on this transaction. If not, kindly furnish us with the present address of Mrs. Alvarez, if you know it and if she is still living, or else furnish the name and address of her nearest living relative, in order that we may look further for the desired information.

There is a conveyance running from P. H. Bailey to Eulogio Barreras, dated November 14, 1905. No showing is made in this instrument as to whether Mr. Bailey was a single man, and as he was not joined by his wife in making the grant, this fact will have to be evidenced. We wish to know whether, at the time of the above conveyance, he was unmarried, and if not, his wife's name and address, if she is still living, and if not, the name and address of her nearest living relative. Kindly supply this information if it is in your power to do so, or else refer us direct to Mr. Bailey.

It is noted that you are the executor of the last will and testament of Steve Sever. In this connection a certificate is inclosed, which is to the effect that all debts of the estate of Steve Sever have been paid. Please sign and return this certificate.

Taxes on your whole tract for the last half of 1917, amounting to \$257.81, are unpaid. It will be necessary to have all taxes paid to date before full settlement can be made with you. If you do not desire to first make payment of the taxes, the Reclamation Service can do so for you and deduct the amount so paid from the amount due you when final settlement is made. Please advise us at once how you wish to handle the matter of taxes.

Your early attention is invited to all of the above matters. We refer these matters to you first, because you are presumed to be more or less familiar with the parties concerned in the chain of title to your land, and it is hoped that you will be able either to give us first-hand the information which is needed, or else refer us to others who can do so. If you are in doubt as to the exact points which are brought out in this letter, it would be well for you to secure the assistance of some friend to help you in framing your answers, or, better still, call at this office on the twelfth floor of the Mills Building in El Paso, and we will then endeavor to straighten out the several defects which appear in the record of your title.

Very truly yours,

P W DENT OFF

District Counsel.

incl.

SUBJECT:

DEPARTMENT OF THE INTERIOR

UNITED STATES RECLAMATION SERVICE

Minden, Nevada, June 12, 1918.

From District Counsel Edwin H. Peery,

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

Subject: Opinion on title to two parcels of land to be purchased in pursuance of agreement with Antonio Lassich and wife, for the Rio Grande Project, N.M.

1. On January 5, 1918, Antonio Lassich and Ysabel S., his wife, entered into an agreement to convey to the United States for a consideration of \$489.60, two parcels or strips of land being parts of a larger tract of 216.06 acres situated near Chambrino in Dona Ana County, New Mexico, to be used for the west drain of the Rio Grande Project. Areas .34 & 6.73 acres.

2. The abstract furnished in connection with the purchase shows that the parcels to be obtained lie within that portion of the larger tract designated as formerly belonging or entered by respectively by Claro Cadena, Jose Maria Pino, Victor Probenicio, Felipe Saenz, Leon Alvarez, Cruz Valencia and Nepomucino Marquez. Other tracts go to make up the larger one, but they are not touched by the parcels purchased.

3. All the above tracts, or portions affected by the purchase became vested in one Steven Sever, except the Leon Alvarez tract. This the original colony grantee (the lands are within the Refugio Colony Grant) conveyed all his property, including two other of the tracts mentioned, to his wife, (Entry 33). She conveyed the two other tracts, but not the Leon Alvarez tract, (Entry 34), and the latter still remains in her name. A deed should be obtained from her for the Leon Alvarez tract, or title otherwise shown to have been vested in Steven Sever.

4. Steve (or Steven) Sever died leaving a will in which he bequeathed a tract of land as upon which he was then living containing 25 225 acres, more or less, in Dona Ana County, N.M., to Antonio Lassich, Sr., during his natural life, and remainder to his children the children of said Antonio, to wit: Anita, Maria, Teresa, Elena, Steve, and Antonio, Jr. The four last named are minors, and Antonio Lassich (or Lassich) has been appointed their guardian for the sale of their interest in said real estate, and authority has been obtained from the probate court to make the sale, privately or at public sale. Elena appears to have married to one Carrillo.

5. Certain imperfections in the conveyances affecting the title have been examined and passed by reason of the age of the deeds involved, and the known informality with which lands in these grants have been passed from one to another. The failure to show marital status of grantor in deed abstracted at page 52, should be remedied by appropriate showing or deed.

6. One Quirino Duran appears to have had allotted to him, (entry 67) a parcel of land through which the purchase passes, on October 19, 1866. It is alleged that he had had possession of the same six years. At this date it may be assumed that he parted with his interest, inasmuch as it is stated that he acquired another tract, a part of the larger one, (Entry 16).

7. The rights under the tax sale certificate, (P. 68) have been barred by limitation, as the same was dated about March 2, 1891. The court proceedings relating to taxes noted at pages 69 to 71 inclusive, seem to have related to the Duran tract which is not touched by the purchase; and further the cases seem to have been mostly disposed of, and probably have been abandoned where not dismissed.

8. The liens of the Elephant Butte Water Users Association, (pages 74 and 75) may be waived, in view of the policy of the Association not to collect these charges against land taken by the Reclamation Service for the project.

9. Taxes The last half of the taxes for the year 1917, amounting to \$257.81 are unpaid.

10. Upon examination of the abstract, I find that on March 4, 1918, date when the same closed, title to the property proposed to be purchased was vested as follows:

In Antonio Lassich, Sr., for life, with remainder share and share alike in his children Anita, Maria, Teresa, Steve and Antonio, Jr., Lassich, and Elena Lassich de Carrillo; except the portion lying within the Leon Alvarez tract, which is vested in Felicitas E. Alvarez; subject, however, -

(a) To last half of taxes for the year 1917;

(b) To showing that P. H. Bailey was unmarried November 14, 1905, date when he made deed abstracted at page 52.

11. Upon payment of taxes, and making the showing mentioned in the preceding paragraph, and obtaining title from Felicitas E. Alvarez, the agreement of sale may be carried out by accepting a deed drawn in the usual form and executed by the vendors and by their children mentioned in paragraph 10 of this opinion, and by placing the same of record, after which the abstract should be continued to include all proceeding to and including said deed; provided the title has not changed adversely to the interests of said conveying parties, or liens incurred which have not been satisfactorily disposed of, since the closing of the abstract.

12. In executing the preparing the deed, please avoid as far as practicable referring to the "vendors' land", partly for the reason that the land in question does not belong to the vendors named in the agreement, and further because of the necessary ambiguity, as the parties may own other land. It is better to refer to the tract of land bequeathed to the grantors by the will of Steve Sever, and upon which the said Sever resided, and refer to the southeasterly and northerly lines respectively, as the case may be. The minors should of course execute by their duly appointed guardian in the usual manner.

13. Showing should also be made, which may be by affidavit of Antonio Lassich, the executor, that the debts of the estate of Steve Sever have been paid.

14. After title has vested in the United States free of incumbrance, the consideration named in the agreement may be paid to the conveying parties according to their respective interests, the fiscal agent transmitting with his voucher the papers prescribed by the Reclamation Manual for land purchases. If the parties agree, one voucher may be used and signed by all the parties, and check issued accordingly.

Edwin H. Peery.

Encls:

1. Agreement of purchase;

2. Blue print,

3. Abstract No. 4473, of the SWn. Abstr. and Title, Co.

State of Texas, County of El Paso, ss.:

I DO SOLEMNLY SWEAR That I am the executor of the estate of Steve Sever under his last will and testament, said will being the same that is recorded in Will Book No. 5, page 277, of the records of Dona Ana County, New Mexico, and that all debts of said estate are now fully paid and there is nothing outstanding that is a valid charge against said estate, especially as to lands which I, in my individual capacity and joined by my wife, have agreed to convey to the United States of America in a contract dated January 5, 1918.

ANTONIO LASSICH

~~Go to the office of the~~

Subscribed and sworn to before
me at El Paso, Texas, this 21st
day of June, A. D. 1918. My
commission expires June 1, 1919.

GEO W HOADLEY

Notary Public in
and for El Paso County,
Texas.

El Paso, Texas, May 4, 1918.

From C. F. Harvey, Clerk.

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

Subject: Forwarding title papers for examination.

1. The following abstracts, with agreement to sell and blueprint for each case, are forwarded herewith for your examination:

I. G. Gaal
J. N. Bradt
Luis Torres
Jesus Dominguez
Elizabeth Bowington
Antonio Lassich
C. H. Cottingham

2. With the exception of the last two cases, I believe these are all new with you. The Antonio Lassich abstract was returned for the purpose of having additional land included in it, and your notes in regard to this matter are also inclosed with the abstract. The Cottingham abstract was held up awaiting decision of the New Mexico Supreme Court in the title suit, and this decision is now included in the abstract and confirms title in Cottingham. In the extension of the abstract, however, there now appears a judgment for taxes and penalties, but a representative of Cottingham's was in the office yesterday and authorized us to pay taxes and deduct same from purchase payment.

3. Reference is had to papers in the Ramon C. Gonzales purchase. Under date of April 22 we wrote Gonzales at Derry, N. Mex., stating that you had taken these papers with you to Hillsboro, and sent you copy of this letter with note at the bottom asking to be corrected if we were mistaken and stating that we would await your further advices. Have you the Gonzales papers? We do not find them here.

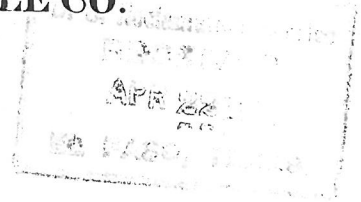
C F HARVEY

incls.

THE SOUTHWESTERN ABSTRACT & TITLE CO.

(INCORPORATED)

LAS CRUCES, NEW MEXICO



April 20, 1918.

U.S. Reclamation Service,

El Paso, Texas.

Gentlemen:

We have this day delivered to the U.S. Reclamation office here the abstract for the right of way through the Lassick land, being No. 4473.

We are unable to make it any more complete, except that we have added a plat at page 46 of the tract designated as XXXIII on the plat of the Garrett Survey. The Garrett plat is missing from the files in the Courthouse. But we have the original field notes in our office furnished us by Wm. Dessauer a number of years ago. At page 47 is substantially the same description.

Hoping this will be of some assistance to you, we are,

Very truly,

THE SOUTHWESTERN ABSTRACT AND TITLE CO.

Southwestern Abstract and Title Company,

Las Cruces, New Mexico.

Gentlemen:

I have been examining your abstract No. 4473, prepared for Mr. Antonio Lassich covering a tract of land containing 216.06 acres situated in the Refugio Grant, in Dona Ana Co. N.M., through which the United States is seeking to procure a strip of land, lying in two parcels, for West River Drain, Mesilla Valley, Rio Grande Project.

I have been unable to so arrange or locate the various allotments or grants so as to cover the larger tract abstracted. Please supplement the abstract by a plat showing the relative location of these various tracts to each other. A general plat of the grant should also be furnished, if not too elaborate. The courses and distances need not be given, unless the land lies along the border.

At pages 45 and 47 are deeds conveying, among other, a parcel of land designated as Tract No. 11 and Block 33. Is this tract identical with the Valencia tract referred to on page 35? Sufficient might be set forth from the Garrett survey referred to on page 45 to make this clear.

Please make the above additional showing, and return the abstract for further examination, for which purpose a directed frank is enclosed. A copy of this letter will be sent to Mr. Frank Lassich for his information. Very truly yours,

EDWIN H. PEERY

District Counsel, in Charge of Titles.

El Paso, Texas, Jan.30, 1918.

Mr. Antonio Lassich,
Chamberino, New Mexico.

Dear Sir:

This is to advise you that your agreement to sell two certain tracts of land in Dona Ana County, New Mexico, to the United States for right of way - Mesilla Valley, West River Drain, has been approved, and you are now requested to have an abstract of title prepared covering the land in question, this request being in accordance with Article 2 of your said agreement to sell.

When you have complied with this request and the abstract is received, it will be examined and title passed on, after which if satisfactory, warranty deed will be forwarded to you for execution.

Very truly yours,

Asst. District Counsel.

El Paso, Texas, Jan.30, 1918.

The County Clerk,
Las Cruces,
New Mexico.

Dear Sir:

Herewith is inclosed agreement to sell, dated
January 5, 1918, signed by Antonion Lassich and wife, and
the United States, proposed purchase of land for right of
way - Mesilla Valley West River Drain.

Please record same and return at your early
convenience.

Very truly yours,

Asst. District Counsel.

El Paso, Texas, Jan.14, 1918.

From Asst. District Counsel, A. B. Preuss,
To District Counsel in Charge, Denver.

Subject: a. Report on Land Agreement - Antonio Lassich contract
to sell r/w - Mesilla Valley West River Drain.
b. Answer to question 5 in Report on Land Agreements
heretofore submitted.

1. Referring to (a) in subject above stated: Report on Land Agreement in the Antonio Lassich agreement to sell is herewith returned completed as to question 2 which was inadvertently left unanswered for the reason that when report was made the right of way man was not in possession of the data and in the routine of the transmittal, the matter was overlooked.

2. Referring to (b) above and replying to letter of Acting Chief of Construction to the Project Manager, dated Jan.12, 1918: The word yes heretofore written as answer to question 5 of Report on Land Agreement means that the land is subject to right of way by virtue of stock subscription contract with the El Paso Valley Water Users' Association.

3. In the future preparation of these Reports care will be taken to make the answers as complete as possible.

- - - - -

Denver, Colo. Jan. 11, 1918.

Acting Chief of Construction

Project Manager, El Paso, Texas.

Contract of Jan. 5, 1918 with Antonio Lassich and wife, providing for purchase of land needed in connection with right of way for Mesilla Valley West River Drain--Rio Grande project.

1. The above described contract, together with your form letter dated January 8, 1918, was received today in this office.

2. In this connection reference is made to office letter of January 5, 1918, transmitting copy of Acting Director's letter dated December 31, 1917, in regard to Report on Land Agreement in connection with contract of December 1, 1917, with Antonio Albiller et al, and in both of which letters it was requested that hereafter the answers to questions in all reports on land agreement be full and complete before transmitting such reports for acceptance.

3. It is noted, in getting the Lassich contract papers ready for transmittal to Washington, that the Report on Land Agreement in connection therewith appears to be incomplete, to wit, question 2 has not been answered. This Report on Land Agreement in duplicate is returned herewith in order that such answer as can be made under the circumstances be supplied to question 2; and while this report is in your hands it is suggested that each answer thereon be gone over with a view to seeing that it is full and com-

plete as requested in the Acting Director's letter of December 31, 1917.

4. This Report on Land Agreement is returned as there has been sufficient time to comply with office letter of January 5, and the Acting Director's said letter of December 31, 1917, these letters having been acknowledged by Assistant District Counsel A. B. Preuss, under date of January 7, one day before the Hassick contract left your office.

OHAS. P. WILLIAMS

2 encs:

Report on Land
Agmt. in duplicate.

Acting Chief of Sanitation

CC-D.C. El Paso ✓

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE
Denver, Colo. Jan. 11, 1918.

From Acting Chief of Construction

To Project Manager, El Paso, Texas.

Subject: Contract of Jan. 5, 1918 with Antonio Lassich and wife, providing for purchase of land needed in connection with right of way for Mesilla Valley West River Drain--Rio Grande project.

1. The above described contract, together with your form letter dated January 8, 1918, was received today in this office.

2. In this connection reference is made to office letter of January 5, 1918, transmitting copy of Acting Director's letter dated December 31, 1917, in regard to Report on Land Agreement in connection with contract of December 1, 1917, with Antonio Albillar et al, and in both of which

letters it was requested that hereafter the answers to questions in all reports on land agreement be full and complete before transmitting such reports for acceptance.

3. It is noted, in getting the Lassich contract papers ready for transmittal to Washington, that the Report on Land Agreement in connection therewith appears to be incomplete, to wit, question 2 has not been answered. This Report on Land Agreement in duplicate is returned herewith in order that such answer as can be made under the circumstances be supplied to question 2; and while this report is in your hands it is suggested that each answer thereon be gone over with a view to seeing that it is full and com-

U. S. Reclamation Service
RECEIVED
JAN 14 1918
EL PASO, TEXAS

plete as requested in the Acting Director's letter of December 31, 1917.

4. This Report on Land Agreement is returned as there has been sufficient time to comply with office letter of January 5, and the Acting Director's said letter of December 31, 1917, these letters having been acknowledged by Assistant District Counsel A.B. Preuss, under date of January 7, one day before the Lassich contract left your office.

2 enc:
Report on Land
Agmt. in duplicate.

Chas. Williams
Asst. Dir. of Com. & Insp.

CC-D.C. El Paso.

Denver, Colo. Jan. 12, 1918.

Acting Chief of Construction

Project Manager, El Paso, Texas.

Agreements for purchase of land for right of way purposes where the land has been subscribed to El Paso Valley Water Users Association--Rio Grande project.

1. There is enclosed herewith copy of another letter dated January 7, 1918, from the Acting Director, in regard to incompleteness of reports on land agreement, which accompanied several recent contracts. This is the second letter received from the Acting Director within the space of a short time in regard to the answers to the questions in reports on land agreement accompanying contracts from the Rio Grande project not being full and complete.

2. Please submit reply in duplicate to this office stating if the answer of "yes" to question five in these reports implies that the land is subject to right of way by virtue of stock subscription contract with the El Paso Valley Water Users Association.

3. As already written you in connection with the reports on land agreement accompanying the Antonio Albillar contract and the Antonio Lassich contract, reports on land agreement submitted in future with contracts should be gone over carefully with a view to seeing that all questions therein are answered fully and completely before transmitting such reports from your office.

enc.
CC-DC, El Paso, Texas.

CHAS. J. WILLIAMS

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

El Paso, Texas, January 8, 1918.

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

Subject: Forwarding contract for approval.

Agreement dated **January 5, 1918.** **Rio Grande**

Executed by **L. M. LAWSON,** Project Manager,

With **ANTONIO LASSICH and wife.**

Estimated amount involved, \$ **489.60** (See Gen'l Order No. 124)

Purpose of agreement: **Acquisition R/W Mesilla Valley West River**
(See instructions on back, Pars. 4 and 5)

Authority No. **6 -**

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

Advise Chief of Construction, Denver, Colorado, and Project Manager at **El Paso, Texas,**
and ☒ District Counsel at **El Paso, Texas,**
of the approval of the above.

Incs.
Orig. & 3 copies Agt.
Cert. P.M.
Rept. Land Agt.
2 blue prints.

L. M. LAWSON,
(Signature.)

Chas. P. Williams
Actg. Chf. of Cons.

Denver, Colo. Jan. 17, 1918

~~This blank space is to be filled in by the Washington Office~~
XXXXXX

Approved by **Morris Bien,** Acting Director, U.S.R.S.

JAN 25 1918

Date of approval **JAN 24 1918**

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

M. B.

Morris Bien,
Acting Director **JAN 22 '18 75984**

CERTIFICATE.

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


Project Manager.

El Paso, Texas,
January 8, 1918.

REPORT ON LAND AGREEMENT

DEPARTMENT OF THE INTERIOR UNITED STATES RECLAMATION SERVICE

INFORMATION relating to agreement made

January 5,

1918, with

ANTONIO LASSICH and wife

for the purchase of land required for **Mesilla Valley West River Drain**

purposes,

Rio Grande

Project,

Dona Ana

County,

New Mexico.

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

Two tracts of land containing respectively .34 of an acre and 6.73 acres. (See accompanying agreement for description)

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

Refugio Colony Grant - 1881

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.

Antonio Lassich and wife. Address : Chamberino, New Mexico

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

Owners are in possession. No lease.

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

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

INSTRUCTIONS.

The proper procedure in making purchases of lands under the Reclamation Act, in pursuance of the various rulings made by the Department of the Interior and the Department of Justice, is substantially as stated below, though, in some cases, deviations may be necessary in certain details. These instructions do not relate to withdrawn public lands to which there is a claim by reason of a settlement or entry made prior to withdrawal; in such cases the agreements for purchases of improvements should be entered into on Form 7-523. See Manual, 1913 Edition, Pages 233-237.

1. As soon as possible after it has been ascertained that the property will be required, the Project Manager should forward to the Director of the Reclamation Service the following papers:

(a) Form 7-276 or 7-277, contract of sale, or memorandum of terms of proposed purchase, together with two copies of the same, one for the Returns Office and the other for the Director. When the land is donated, use Form 7-277.

(b) Affidavit of disinterestedness.

(c) This Form (7-281), report on land agreement.

(d) Certificate that the land is necessary for the purposes authorized by the Reclamation Act and that the consideration agreed upon is reasonable, together with his recommendation that the agreement be approved. This certificate should also contain other valuable information relative to the transaction not given in Form 7-281.

(e) If the tract is described by metes and bounds, this report should be accompanied by a small sketch, with the boundary lines platted, showing all courses and distances and all references to public-land corners. (See Manual, Title, *Lands, Acquisition of*, Pars. 11 and 23, pp. 227 and 231.)

2. When the agreement has been approved, the original will be returned to the Project Manager who will immediately notify the vendor thereof and call upon him, if pursuant to said agreement, to furnish an abstract of title, which shall later be extended to include any instruments subsequently recorded in connection therewith and also the record of the conveyance made in pursuance of said agreement, also to procure and have recorded, where proper for record, all assurances of title and affidavits which may be necessary and proper to show clear, unincumbered title in him. This will fix the date from which time may be counted in favor of the United States for extension of the option as provided in the agreement, in case it be found necessary to do so. If the abstract contains a large number of entries it should be indexed, and if the title to a canal system is involved the abstract should be accompanied by maps showing said system and the lands affected thereby. The abstract, certificates, maps, contract, possessory certificate, and form of deed which it is proposed to execute, referred to in next paragraph, should be submitted to the United States Attorney for the district. For form of possessory certificate see also Par. 20, of the Title, *Lands, Acquisition of*, in the Manual.

3. The ordinary form of warranty deed, or its equivalent, in general use will be acceptable to the Department, only one material change being required, viz., the insertion of the italicized words in the clause to the following effect usually found in such deeds: "For and in consideration of . . . dollars to him in hand paid *in pursuance of the provisions of the act of June 17, 1902 (32 Stat., 388)*, by the said party of the second part," etc. The grantee or second party must be the United States, and the words "heirs, executors, administrators, successors," etc., when referring to the second party, should be stricken out, and the sentence should read "the party of the second part and its assigns." One copy of the proposed form of deed should be retained by the Project Manager, to be executed by the vendor after the title has been found acceptable. A quitclaim deed will be acceptable in case title in fee is not vested in the vendor.

4. When forwarding the title papers to the United States Attorney the engineer should request that, if apparently in satisfactory form and sufficient, they be forwarded to the Assistant Attorney General for the Interior Department, with his opinion thereon, otherwise that they be returned, pointing out the defects and indicating how they may be remedied.

5. The Project Manager will notify the Director as soon as the abstract and form of deed have been forwarded to the Assistant Attorney General.

6. The Assistant Attorney General will render an opinion upon the title, and thereupon all the papers will be returned to the Project Manager for action in pursuance of the findings of the opinion. After the title has been found satisfactory, the deed should be executed and recorded and the abstract extended to cover record of same, and also to cover payment of taxes, etc., pronounced by the Assistant Attorney General to be liens against the estate. Payment may then be made to the grantor by the local fiscal agent, provided no further defects are revealed by the extension of the abstract, or the papers may be forwarded to the Director for payment by Treasury warrant. In the former case the voucher covering payment should be accompanied by the contract, abstract of title, deed, and official copy of opinion. In case the title is found to be imperfect, the papers will be returned for the necessary corrections, and the abstract should then be brought up to date and again submitted through the United States Attorney for re-examination.

7. In the case of a desert-land entry, when the approval has been given of the purchase of the possessory rights of an entryman, the certificate of the recorder of land titles in the county where the land is situated should be obtained, showing that he has searched the records of his office, and stating whether any instrument of conveyance, assignment or mortgage of the right obtained by the entry referred to there appears.

THIS AGREEMENT, made this 5th day of January
 nineteen hundred and eighteen, between ANTONIO LASSICH
 and YSABEL S. de LASSICH, his wife, of DONA ANA
 County, NEW MEXICO, for themselves and 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:

Tract No. 1. A tract of land situated in the southeast quarter of the southwest quarter (SE 1/4 SW 1/4) of Section Nineteen (19) Township twenty-six (26) South, Range Three (3) East, N.W.P.M., more particularly described and bounded, as follows:

Beginning at the Northwest corner, a point on the property line common to the vendor and Eulocio Barreras, from which the Southwest corner of said Section Nineteen (19) bears S. 66° 54' W. two thousand one hundred two and three tenths feet (2102.3'), running thence along said property line S. 44° 22' E. one hundred eight and four tenths feet (108.4'); Thence S. 23° 43' E. one hundred fifty-six and five tenths (156.5) to a point common to the property of the vendor, Eulocio Barreras and Sarah J. Maloney; Thence S. 62° 56' W. ninety-one and one tenth feet (91.1') along the property line common to the vendor and Sarah J. Maloney; Thence N. 12° 24' W. two hundred sixty-eight and eight tenths feet (268.8') to point of beginning, containing thirty-four hundredths (0.34) acres, more or less. *also*

Tract No. 2. A strip of land situated in the west half (W 1/2) Section nineteen (19), Township twenty-six (26) South, Range Three (3) East, N.W.P.M., more particularly described and bounded, as follows:

Beginning at the northwest corner, a point on the property line common to the vendor and Edward Lange, from which the northwest (NW) corner of said Section Nineteen (19) bears N. 32° 57' W. two thousand six hundred two and three tenths feet (2602.3'), running thence N. 64° 15' E. one hundred thirty-three and six tenths feet (133.6') along said property line; Thence S. 12° 43' E. one thousand four hundred eighty-
 (Description continued on sheet 1 hereto attached and made a part hereof.)

Sheet No. 1

eight and four tenths feet(1488.4') to a point on the property line common to the vendor and N.A. de Ortega; Thence S. 19° 50' E. five hundred twenty-six and six tenths feet(526.6') to a point common to the properties of the vendor, N.A. de Ortega and Eulocio Barreras; Thence S. 62° 48' W. two hundred thirteen and two tenths feet(213.2) along the property line common to the vendor and Eulocio Barreras; Thence N. 12° 24' W. two thousand thirty-four and three tenths feet(2034.3') to point of beginning, containing six and seventy-three hundredths (6.73) acres, more or less;

9a. 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 :

..... **ANTONIO LASSICH**

of

..... **YEABEL S. de LASSICH**

of

Vendor.

..... **L. M. LAWSON,**

of

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 **Antonio Lassich and Yeabel S. de Lassich, husband and wife,** who **are** personally known to me to be the persons whose names **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 **Yeabel S. de Lassich**

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 **5th** day of **January**, 191**8**.

[SEAL.]

Oscar B. Wood, Notary Public,
August 16th, 1921, Dona Ana Co., New Mexico.

My commission expires

Approved, 191.....

Taxes for last half
of 1917 are paid.

~~Garcias now in Oregon
are coming to El Paso
when Fossich will
have them sign.
Signed~~

Parties named by Peery	Parties named in Check	Parties Signing Voucher	Parties in Head of H.
✓	✓	✓	4 Antonio Fossich
✓ 285	✓	✓	4 Isabel S de Fossich
✓	✓ not necessary	✓	4 Ana S de Garcia
(Fossich) ✓ named	✓	✓	4 Abel Garcia
✓		✓	4 Maria S de Aguilera
✓		✓	4 Estevan Fossich
✓	4	✓	4 Teresa Fossich
✓ (Fossich) ✓ named	4	✓	4 Elena S de Corralles
✓			Antonio Fossich as guardian for Antonio Jr.

AFFIDAVIT

STATE OF TEXAS
COUNTY OF EL PASO

I, Antonio Lassich, being first duly sworn on oath,
depose and say:

That my post office address is Chamberino, New Mexico, that I am 58 years of age and that for the last twenty years I have been familar with the land owned by Felicita E. Vda. de Alvarez, granted her by her husband, Leon Alvarez in deed dated December 1, 1898; and that I knew the said Felicita E. Vda. de Alvarez who died during or about the year 1900, her family and that her children, who are all of her

follows:

Luis, E. Alvarez, Felicita E. Alvarez, Dionicio
Efa A. Ochoa.

Antonio Lassich

scribed and sworn to before me this 18th day
18.

Geo. Hoadley

Notary Public in and for El Paso
County, Texas.

MEMORANDUM TO ACCOMPANY TITLE PAPERS
FOR PURCHASE FROM ANTONIO LASSICH, et al.

- - - - -

In reference to paragraph 3 of District Counsel's opinion of June 12, 1918, we have secured the sworn statement of Antonio Lassich that Felicita E. Vda. de Alvarez, the wife of Leon Alvarez, died about the year 1900 and that her children, who were all of her heirs, are as follows:

Luis E. Alvarez, Felicita E. Alvarez, Dionicio Alvarez and Josefa A. Ochoa;

and these parties have been joined in a quitclaim deed running to Antonio Lassich for the Leon Alvarez tract of land.

With reference to paragraph 5, a certificate is attached showing that on November 14, 1905 P. H. Bailey was a single

With reference to paragraph 9, the abstract brought shows that taxes for the last half of the year were paid.

With reference to paragraphs 4 and 10, the following have been joined in the warranty deed running to the

Antonio Lassich, Ysabel S. de Lassich, Miguel S. Maria L. de Aguilar, Abel Garcia and Abel Garcia;

acting as the guardian of Teresa Lassich, Ysabel S. de Lassich, Steve Lassich and Antonio Lassich. They are now married and their names are now respectively, and Anita now signs her name as the wife of these two women have also joined in the warranty deed.

With reference to paragraph 12 of the opinion, the land in question has been modified in accordance with the

With reference to paragraph 13, see affidavit by Antonio Lassich that the Estate of Steve Sever

C.F. HARVEY
Assistant District Counsel.

My POST-OFFICE ADDRESS IS.....

My TELEGRAPH ADDRESS IS.....

My EXPRESS ADDRESS IS.....

(Keep the Director informed of addresses by means of the special card.)

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

191

Bounded as follows:—

Beginning at the northwest corner
a point on the property line common to
the vendor and Edward Sange from which
the NW cor of said sec. 19 bears $N 32^{\circ} 57' W$
2602.3 feet, running thence $N 64^{\circ} 15' E$
133.6 feet along said property line, thence
 $S 12^{\circ} 43' E$ 1488.4 feet to a pt. on the property
line common to the vendor and N. A. de Ortega
thence $S 19^{\circ} 50' E$ 526.6 feet to a point common
to the properties of the vendor, N. A. de Ortega
and Eulogio Barreras, thence $S 62^{\circ} 48' W$
213.2 feet along the property line common
to the vendor and Eulogio Barreras, thence
 $N 12^{\circ} 24' W$ 2034.3 feet to point of Beginning
containing 6.73 acres more or less.

MY POST-OFFICE ADDRESS IS.....

MY TELEGRAPH ADDRESS IS.....

MY EXPRESS ADDRESS IS.....

(Keep the Director informed of addresses by means of the special card.)

DEPARTMENT OF THE INTERIOR

UNITED STATES RECLAMATION SERVICE

R. J. W. Mesquilla Valley West Drain.

(Antonio Sorsich, as 1st Beneficiary)

Tract #1 Dona Anna County, N. M. Santa Fe 191

A tract of land situated in the SE⁴ SW⁴ Sec. 19, T 26 S, R 3 E, N. M. P. M. more particularly described and bounded as follows:—

Beginning at the Northwest corner a point on the property line common to the vendor and Eulogio Barreras from which the Southwest corner of said section 19 bears S 66° 54' W 2102.3 feet, running thence ^{along said property line} S 44° 22' E 108.4 feet, thence S 23° 43' E 156.5 to a point common to the property of the vendor, Eulogio Barreras and Sarah J. Maloney thence S 62° 56' W 91.1 feet along the property line common to the vendor and Sarah J. Maloney thence N 12° 24' W 268.8 feet to point of Beginning, containing 0.34 Acres more or less.

Tract #2

3 strip of land, ^{situated} in the W² Sec. 19, T 26 S, R 3 E N. M. P. M., more particularly described and