

710

DOMINGUEZ, DESEBRIO & MARANJO, TROPICAL

219

YSLA, COMMUNITY DITCH

QD

0023-0079-0013-00

49-(13) TEXAS

710

Filed for Record April 30, 1918, at 2:45 P.M. | W. D. Greet County Clerk,  
And Recorded May 6, 1918, at 3:20 P.M. | By *J. M. Woodard* Deputy.

3 1 4 5

DEED

STATE OF TEXAS, |  
COUNTY OF EL PASO. |

KNOW ALL MEN BY THESE PRESENTS: That we Demetrio Dominguez, and Teofilo Naranjo, duly elected, qualified and acting Commissioners of the Ysla Community Ditch, of the County of El Paso, State of Texas, for and in consideration of the sum of One Dollar (\$1.00) to us in hand paid by the United States of America, acting pursuant to the act of Congress of June 17, 1902, (32 Stat., 388), and other good and valuable considerations, the receipt whereof is hereby acknowledged, do by these presents bargain, sell, release and forever quit claim unto the said United States of America, its successors and assigns, all the right, title and interest to the said Ysla Community Ditch lying in the County of El Paso and State of Texas, more particularly described in blue print hereto attached and made a part hereof.

TO HAVE AND TO HOLD all the right, title, interest, estate and claim of the said Ysla Community Ditch in and to the said premises, together with all and singular, the rights, privileges and appurtenances to the same in any manner belonging, unto the said United States of America, its successors and assigns forever: PROVIDED That nothing herein contained shall be construed as a conveyance, interference with, or in any wise affecting the vested right of any holder of rights in the said Ysla Community Ditch to the use of water from the Rio Grande.

This deed shall become effective to transfer the above described property and rights upon the approval of the Secretary of the Interior or the Director and Chief Engineer of the United States Reclamation Service.

WITNESS OUR HANDS This the 29th day of December, 1917.

Witness at Request of Grantor:

Geo. W. Huffman,  
El Paso, Texas,

Demetrio Dominguez,  
Teofilo Naranjo,  
Commissioners of the Ysla  
Community Ditch.

Approved Apr. 20, 1918, O.G.C.  
Morris Bien,  
Acting Director U.S.R.S. J.E.G.

STATE OF TEXAS, |  
COUNTY OF EL PASO. |

BEFORE ME, F. G. Candelaria, a Notary Public in and for El Paso County, Texas, on this day personally appeared Demetrio Dominguez, and Teofilo Naranjo, Commissioners of the Ysla Community Ditch, and acknowledged that the foregoing instrument was signed by them on behalf of the said Ysla Community Ditch by authority upon them duly conferred, and the said Demetrio Dominguez, and Teofilo Naranjo, Commissioners of the said Ysla Community Ditch, acknowledged said instrument to be the free act and deed of the said Ysla Community Ditch.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 29th day of December, A. D. 1917.

(Notarial Seal)

My Commission expires June 11th, 1919.

F. G. Candelaria,  
Notary Public, El  
Paso Co., Texas.

*Approved by Board of Commissioners*

State of Texas )  
County of El Paso )

KNOW ALL MEN BY THESE PRESENTS: That we, ~~DEMETRIO~~  
~~DOMINGUEZ~~, \_\_\_\_\_, and  
~~TEOFILO NARANJO~~, duly elected, qualified  
and acting Commissioners of the Ysla Community Ditch, of the  
County of El Paso, State of Texas, for and in consideration  
of the sum of One Dollar(\$1.00) to us in hand paid by the  
United States of America, acting pursuant to the Act of Con-  
gress of June 17, 1902(32 Stat., 388), and other good and  
valuable considerations, the receipt whereof is hereby ac-  
knowledged, do by these presents Bargain, Sell, Release and  
Forever Quit-claim unto the said United States of America,  
its successors and assigns, all the right, title and interest  
to the said Ysla Community Ditch lying in the County of El  
Paso and State of Texas, more particularly described in blue  
print hereto attached and made a part hereof.

TO HAVE AND TO HOLD all the right, title, interest,  
estate and claim of the said Ysla Community Ditch in and to  
the said premises, together with all and singular, the rights,  
privileges and appurtenances to the same in any manner be-  
longing, unto the said United States of America, its succes-  
sors and assigns forever: PROVIDED, That nothing herein con-  
tained shall be construed as a conveyance, interference with,  
or in any wise affecting the vested right of any holder of  
rights in the said Ysla Community Ditch to the use of water  
from the Rio Grande.

This deed shall become effective to transfer the above described property and rights upon the approval of the Secretary of the Interior or the Director and Chief Engineer of the United States Reclamation Service.

WITNESS OUR HANDS This the 29th day of December, 1917.

DEMETRIO DOMINGUEZ

Witness at Request  
of Grantor.

TEOFILO NARANJO

Geo/ W Hoffman

Commissioners of the Ysla  
Community Ditch.

El Paso, Texas.

APPROVED \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

State of Texas )  
County of El Paso )

Before me, F. G. CANDELARIA, a Notary Public in and for El Paso County, Texas, on this day personally appeared DEMETRIO DOMINGUEZ, and TEOFILO NARANJO, Commissioners of the Ysla Community Ditch, and acknowledged that the foregoing instrument was signed by them on behalf of the said Ysla Community Ditch by authority upon them duly conferred, and the said DEMETRIO DOMINGUEZ, and TEOFILO NARANJO, Commissioners of the said Ysla Community Ditch, acknowledged said instrument to be the free act and deed of the said Ysla Community Ditch.

GIVEN Under my hand and seal of office, this 29th day of December, A. D. 1917.

F. G. CANDELARIA  
Notary Public.

My Commission expires June 11, 1919.

State of Texas, )  
County of El Paso )

I, \_\_\_\_\_, Clerk of the County Court of said County, do hereby certify that the above instrument of writing, dated on the \_\_\_\_\_ day of \_\_\_\_\_, A.D. 1917, with its certificate of authentication, was filed for record in my office this 32 day of April, A.D. 1918, at 2:45 o'clock p.m., and duly recorded the 6th day of May, A. D. 1918, at 3:40 o'clock p.m., in the records of said county, in Volume 323 on page 34.

WITNESS MY HAND and the seal of the County Court of said County, at office El Paso, Texas, the day and year last above written.

\_\_\_\_\_  
Clerk County Court,  
El Paso, Texas.

BY J. M. Woodard  
Deputy.

State of Texas )  
County of El Paso )

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned owners of water rights in the YSLA COMMUNITY DITCH for and in consideration of the benefits to accrue to us, respectively, by reason of the reconstruction, enlargement and improvement of the said YSLA COMMUNITY DITCH system to be hereafter performed by the United States of America, hereby disclaim and release all our rights, title and interest in and to the said YSLA COMMUNITY DITCH system as the same is now constructed and in existence, as shown on blue print hereto attached and hereby made a part hereof, and agree that the United States, pursuant to the Act of Congress approved June 17, 1902 (32 Stat., 388) and acts amendatory thereof and supplementary thereto, may take charge of, operate and maintain, and control said ditch system and all appurtenances thereof, and shall have the right to reconstruct, enlarge and otherwise improve the same in any manner deemed necessary by the proper officers of the United States in order that there may be afforded superior facilities for the irrigation of the lands tributary thereto.

WITNESS OUR HANDS This 24th day of Dec

\_\_\_\_\_ , A. D. 1917.

J. W. Pufferman 120

Grand View Realty Co 104  
By J. M. P. S. S. S.

J. W. Morrison 80

Svecco Farms Co 330  
By J. M. P. S. S. S.

J. W. S. S. 21

J. G. Gaal 75

J. H. S. S. 68

State of Texas )  
County of El Paso)

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned owners of water rights in the YSLA COMMUNITY DITCH for and in consideration of the benefits to accrue to us, respectively, by reason of the reconstruction, enlargement and improvement of the said YSLA COMMUNITY DITCH system to be hereafter performed by the United States of America, hereby disclaim and release all our rights, title and interest in and to the said YSLA COMMUNITY DITCH system as the same is now constructed and in existence, as shown on blue print hereto attached and hereby made a part hereof, and agree that the United States, pursuant to the Act of Congress approved June 17, 1902 (32 Stat., 388) and acts amendatory thereof and supplementary thereto, may take charge of, operate and maintain, and control said ditch system and all appurtenances thereof, and shall have the right to reconstruct, enlarge and otherwise improve the same in any manner deemed necessary by the proper officers of the United States in order that there may be afforded superior facilities for the irrigation of the lands tributary thereto.

WITNESS OUR HANDS This 29th day of Dec, A. D. 1917.

Doña Dolores de Guzman 16 1/2  
Sacramento Lugo 8  
Don Carlos Lopez  
Don Manuel 32 acres  
Don Manuel Dominguez 14 1/2  
Don Hernandez 14  
Don ...

APR 13 '18 24372  
APR 1 '18 8080

State of Texas )  
County of El Paso )

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned owners of water rights in the Ysla Community Ditch for and in consideration of the benefits to accrue to us, respectively, by reason of the reconstruction, enlargement and improvement of the said Ysla Community Ditch system to be hereafter performed by the United States of America, hereby disclaim and release all our rights, title and interest in and to the said Ysla Community Ditch system as the same is now constructed and in existence, as shown on blue print hereto attached and hereby made a part hereof, and agree that the United States, pursuant to the Act of Congress approved June 17, 1902(32 Stat., 388) and acts amendatory thereof and supplementary thereto, may take charge of, operate and maintain, and control said ditch system and all appurtenances thereof, and shall have the right to reconstruct, enlarge and otherwise improve the same in any manner deemed necessary by the proper officers of the United States in order that there may be afforded superior facilities for the irrigation of the lands tributary thereto.

Witness our hands this 29th day of December

, A. D. 1917.

Justus Carr 38 acres  
El Paredes, By E. M. Blum 8  
Yacarias yudaca 9 yojos de alpedon 3  
Abel Hernandez 1 1/2 Luiso Garcia 10  
E. O. Lockman 60 Francisco Padilla 1 1/2



4/2/70

Heed 3145 Book 323  
Page 34

O. C.

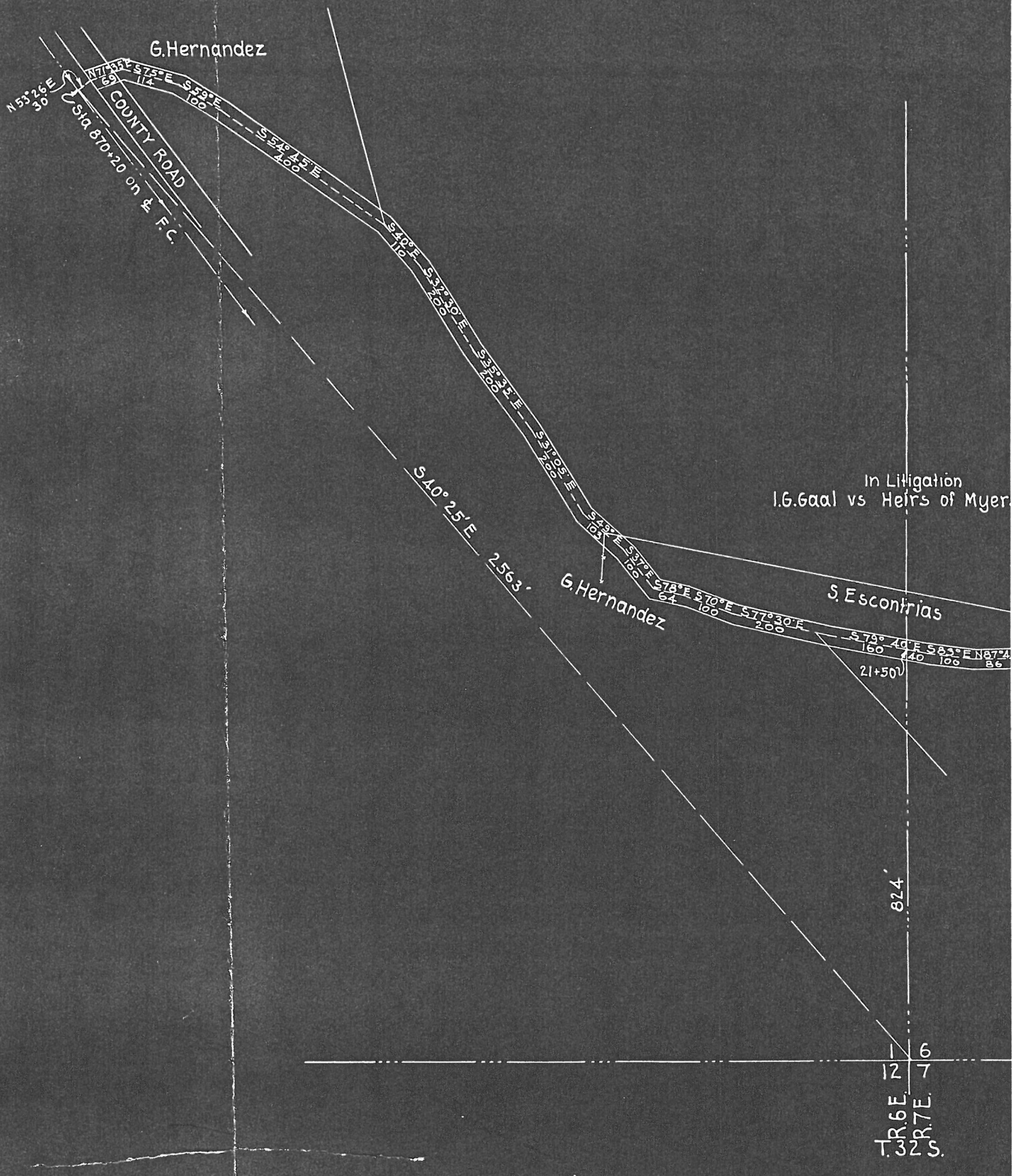
Filed April 3, 1918  
Recorded May 6, 1918

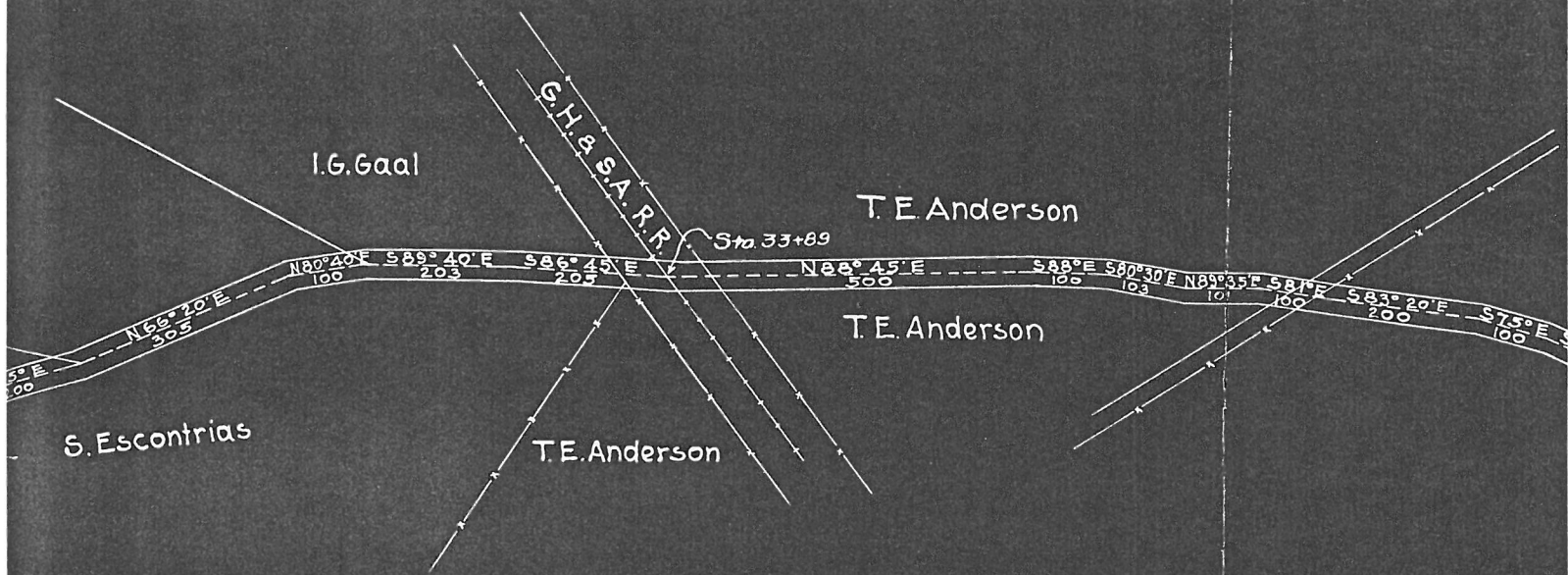
2:45 P. M.  
3:20 P. M.

By County Clerk J. M. Woodard

Hemitria Hemingues and Josefina Naranjo  
to  
U. S. A.

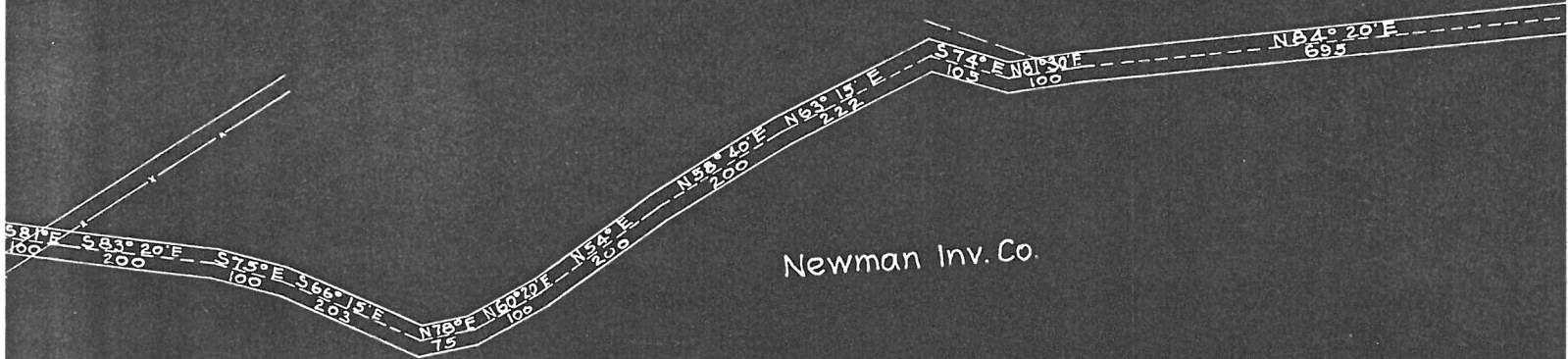
All interest in Yola Com. Nitch.  
shall become effective to transfer  
the property upon approval of Secty.  
of Interior or Chief Engr. of U. S. R. S.

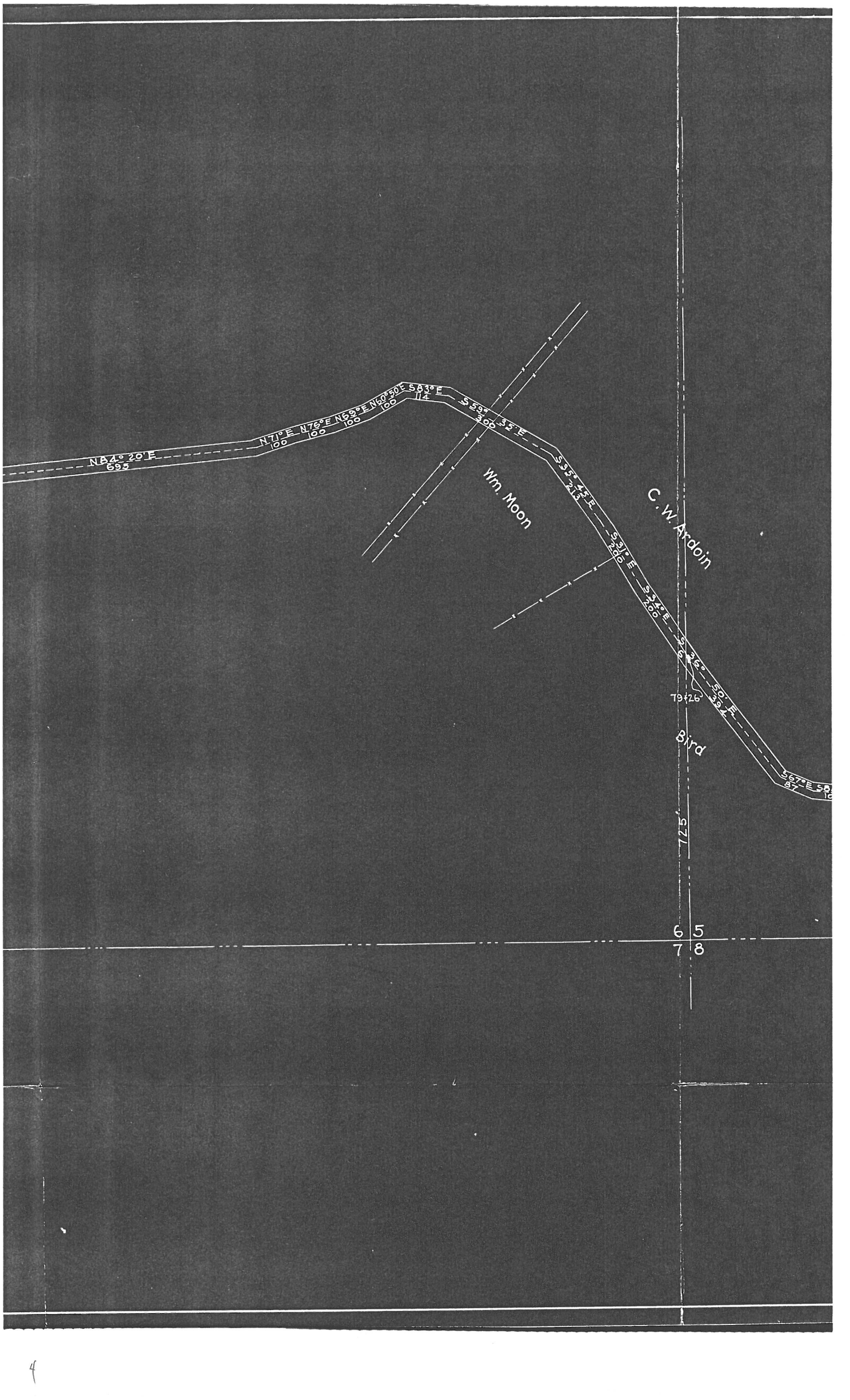


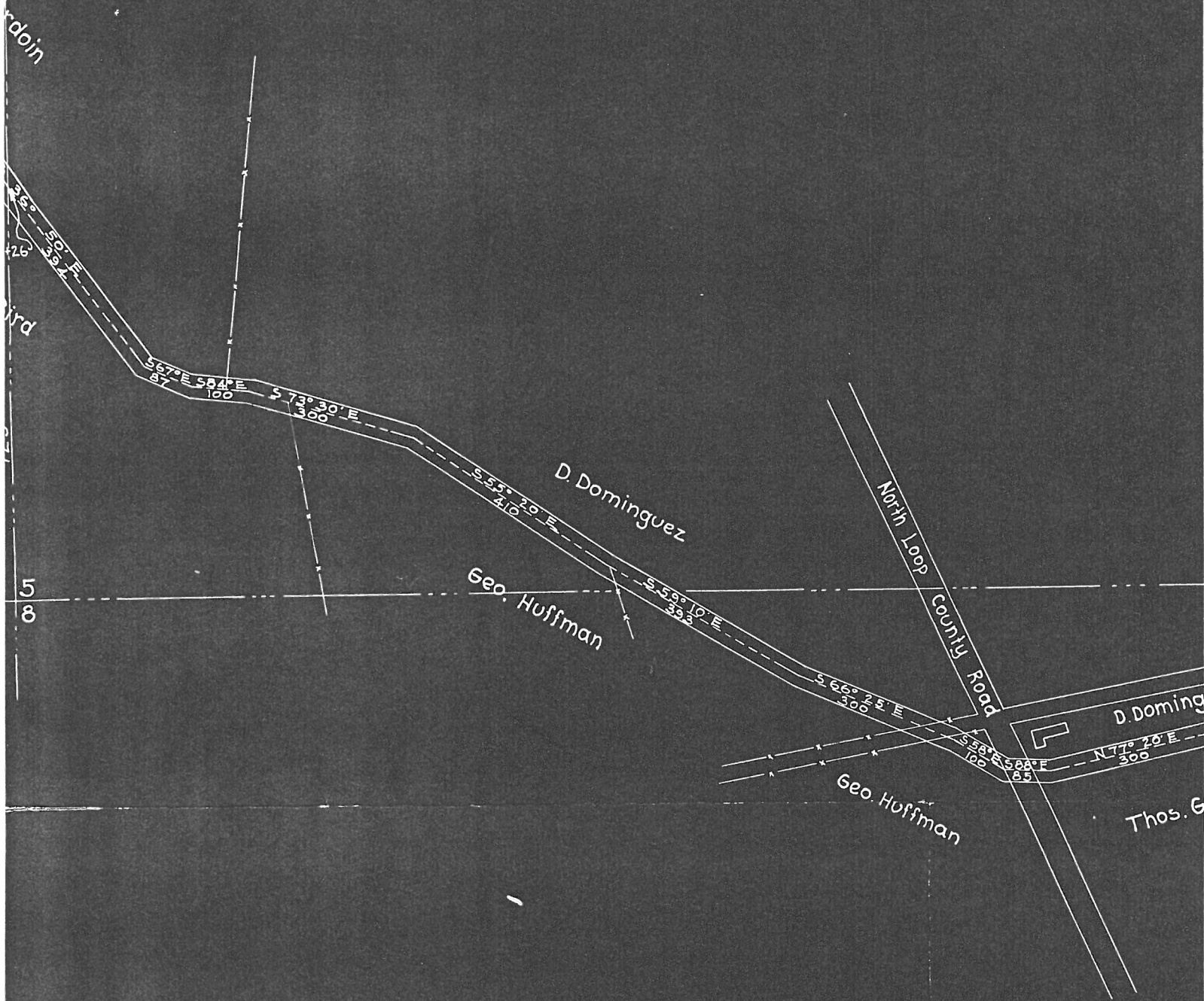


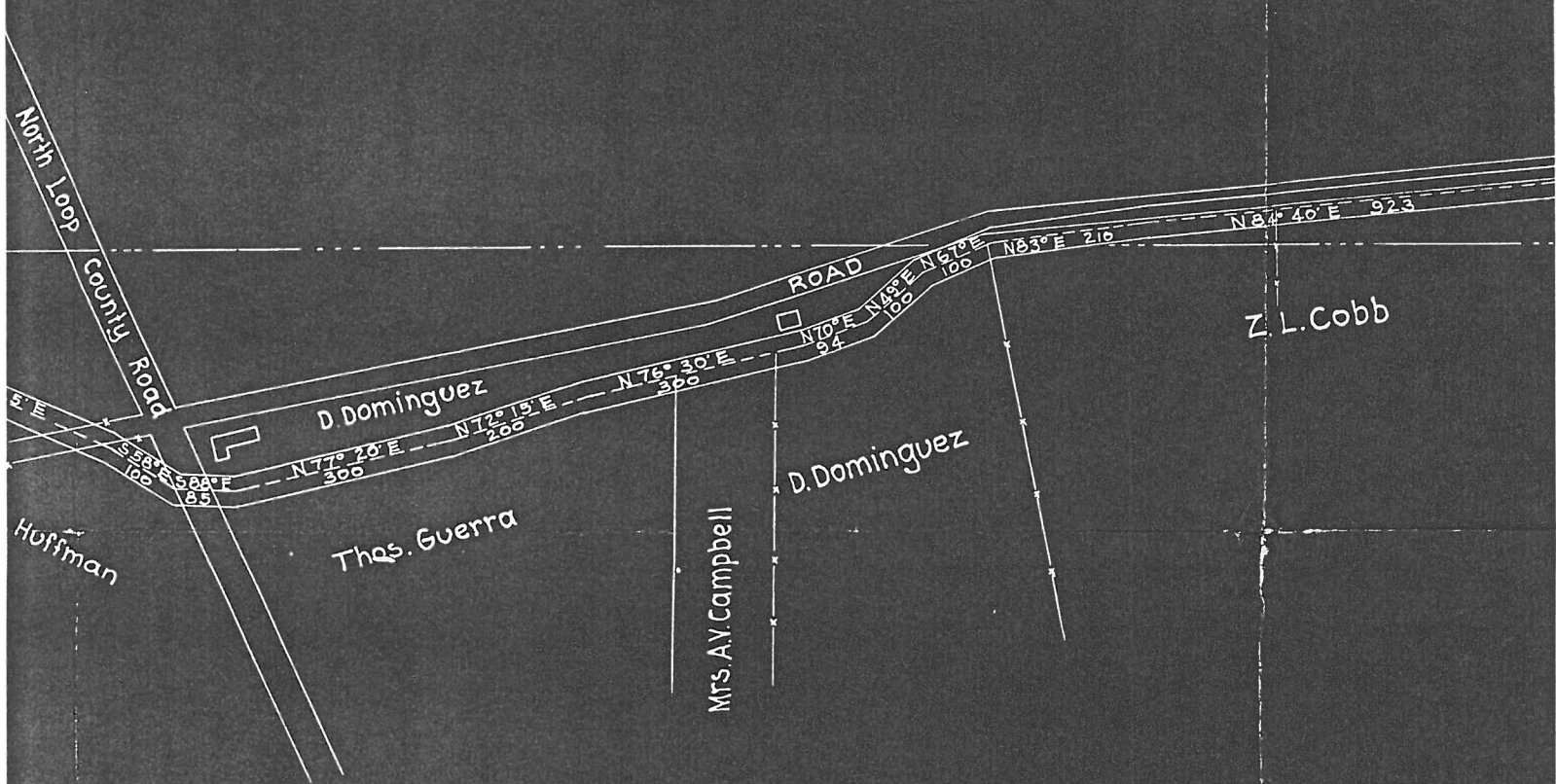
Newman Inv. Co.

Newman Inv. Co.

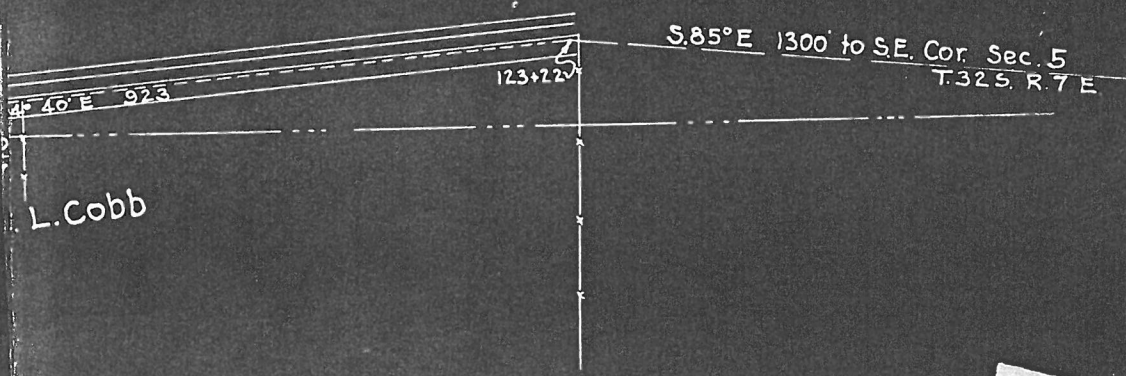








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4292453

DEPARTMENT OF THE INTERIOR  
 UNITED STATES RECLAMATION SERVICE  
 RIO GRANDE PROJECT-N.M.-TEX.  
 S.B. WILLIAMSON, CHIEF OF CONST. R.F. WALTER, SENIOR ENGR.  
 EL PASO VALLEY  
 MAP OF  
 ISLA DITCH

SCALE: 1" = 200'  
 TRACED: W.P.B.

JULY 1915

E. 716 R 54



El Paso, Texas, July 9, 1918.

From District Counsel P. W. Dent

To Chief Counsel, Washington.

Subject: Quitclaim deed from Commissioners of Yela Community  
ditch - Rio Grande project.

1. The above quitclaim deed, dated December 24, 1917,  
has been obtained from the County Clerk's office, having been  
duly recorded, and is returned herewith for file in the  
Washington office.

P W DENT CFH

incl.

DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

WASHINGTON, D. C.

May 3-, 1918.

**From** Acting Chief Counsel,  
**To** District Counsel P. W. Dent, El Paso, Texas.  
**Subject:** Quitclaim deed from Demetrio Dominguez and Teofilo Naranjo,  
acting Commissioner of the Ysla Community Ditch, Rio Grande  
Project.

1. I have your letter dated April 18, 1918 on the above subject. The records of this office show that the deed dated December 29, 1917 above mentioned was approved by Morris Bien, Acting Director on April 20, 1918, and on that date the original thereof was enclosed to the District Counsel for record. I assume you received it in due course of time.

2. Your comments on the legality of this deed have been read with interest, and without disagreement as to the law referred to. I believe you are agreeing, however, with the Washington office that it is preferable in the execution of a deed from a community ditch, to have the signatures of the officials prefaced by the name of the ditch.

Copies to C. of C.  
P.M. El Paso, Tex.

*Ottawa Hamble*

El Paso, Texas, April 30, 1918.

The County Clerk for El Paso County,

El Paso, Texas.

Dear Sir:

Transmitted herewith for official record are the following quitclaim deeds:

Deed dated December 21, 1917, from Commissioners of Clint Community Ditch Lying East of Franklin Canal, to the United States of America.

Deed dated December 29, 1917, from Commissioners of Ysla Community Ditch to the United States of America. ✓

An extra blueprint of each, on cloth, is inclosed for your use in recording.

Very respectfully,

P W DENT CPH

District Counsel.

4 incls.

2875  
C-22

El Paso, Texas, April 18, 1918.

From: District Counsel P. W. Dent,

To : Chief Counsel, Washington.

Subject: Lateral systems in Texas to be taken over and operated by the U. S. - acquisition of Ysla Community Ditch - Rio Grande project.

1. The Project Manager has received letter of April 15 from the Chief of Construction returning certain papers connected with above subject, but not returning for recordation the original quit-claim deed from the Ysla Community Ditch, or stating whether or not the deed has been approved by the Director, as provided in the last paragraph of this instrument. Neither has there been received by the project office or by me copy of the form letter of transmittal (7-523t) showing approval, etc., as is usual in such cases. This deed was made expressly subject to approval by the Director because of the somewhat unusual circumstances. Therefore the approval of the Director should be endorsed upon the deed, which should then be returned for recordation.

2. While upon this subject I cannot refrain from expressing some surprise at the manner in which this matter has been handled. In the Director's letter of April 10, paragraph 2, there appears the remark "had some reference to the former action been made in the letter of the Project Manager the present difficulty would have been avoided." In the Project Manager's letter of February 21 full explanation was made of the circumstances under which deeds of this character are accepted from the commissioners of community ditches. Presumably copy of this letter or the substance thereof was furnished the Director's office by the Chief of Construction, since it was in direct response to a request from the Director (through office of Chief of Construction) that this information was furnished.

3. These papers were originally prepared for transmission by Miss Preuss, who was my assistant at that time (January 4, 1918). When the papers were transmitted perhaps some explanation should have been made of the conditions, but since some dozen or more similar deeds had been but recently transmitted no doubt she supposed that the situation would be pretty thoroughly understood. The Director's letter of January 28 indicates that the matter was fairly well understood by the writer of that letter or that the files afforded such information on the subject. At all events, had the situation then not been under-

stood, all of the difficulties or defects should have been pointed out in that letter instead of taking the matter up on the instalment plan. Granted that the information originally furnished was not sufficient, after receipt of the Project Manager's letter of February 21, or the information therein contained, it is difficult to see the necessity for letter of March 14.

4. Letter April 10 refers in paragraph 5 to the defect in the manner of execution, in that the commissioners sign their names first, followed by the name of the community ditch on whose behalf they acted. I should be very glad indeed to have pointed out, for my information, wherein there is any legal defect in the execution of this deed. It is elementary that so long as the execution of an instrument shows that the officers are in fact acting in their representative capacity for the corporation and not as individuals, that is all that is required to bind the corporation so far as the form of execution goes. Both the preamble and the acknowledgment in this case show clearly and unmistakably that the commissioners were acting for the ditch company. The deed at the end is signed much in the same manner that contracts were formerly signed by representatives of the Reclamation Service, thus: L. M. Lawson, Project Engineer, for and on behalf of the United States, etc. It is only in recent years that this practice has been modified. Perhaps it is the better practice to have the name of the corporation signed first, followed by the name of the officer, etc., but at most it is only a matter of personal preference, falls within the rule de minimus non curat lex, and certainly does not go to the legal validity of the contract. I challenge any one to demonstrate by authorities or a general rule of law that the deed as executed is not as binding in legal effect as it would be executed in any other manner. From section 723, Cook Corporations the following is quoted: "Corporate instruments made out in the name of an officer or agent instead of in the name of the corporation may be enforced by or against the corporation. This is now well-established. Thus, where a contract is made by the president in his individual name, but for the corporation and the corporation knows of the contract and acts upon it and partially performs it the corporation is bound." Various authorities hold that the connection of the corporation and that the instrument is intended for the corporation may be shown by parol. Numerous authorities are cited in support. All of the deeds and instruments in writing executed by community ditches which have come to my notice have been signed in the same manner as the deed to the Ysla ditch and it is this which prompted me in having the papers so prepared and executed. However, in the future the deeds will be prepared and executed as suggested by the Director, except perhaps one or two deeds already prepared and now undergoing execution and ratification. These will not be changed unless instructions to that effect

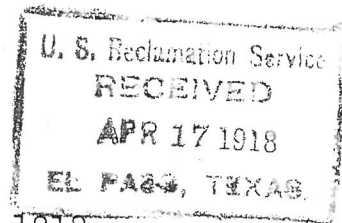
are received.

5. But for the omission to return for recordation, duly approved, the deed from the Ysla Community Ditch this letter would not have been written, but since it was necessary to request the return of this instrument I deem it proper to give me views on this matter in order that the record may be kept straight.

-----  
*W. Dent*

*Legal*

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



April 15, 1918.

From Chief of Construction,  
To Project Manager, El Paso, Texas.  
Subject: Lateral Systems in Texas to be taken over and operated  
by the United States - Acquisition of Ysla Unit Ditch -  
Rio Grande Project.

1. You have no doubt by this date received a copy of the Director's letter of April 10, 1918 to this office on the above subject, wherein reference is made to previous correspondence conducted with regard to the matter.

2. There is enclosed, for the files of your office, the assent and waivers signed by the owners of water rights in the Ysla Unit Ditch referred to at Paragraph 6 of the Director's letter.

3. You will please also bring to the attention of the District Counsel the joint instructions of the Director and the Chief Counsel as set out in Paragraph 5 of the Director's letter.

- - -

*F. W. Reynolds*

Encl.: As noted in Paragraph 2 hereof.

CC - D.C., El Paso, Texas.

*File*

*MSMS*

Post Office Service  
RECEIVED  
APR 13 1918  
EL PASO, TEXAS

*10-2-18*

April 10, 1918.

Director and Chief Engineer

Chief of Construction, Denver, Colo.

Lateral Systems in Texas to be taken over and operated by the United States - Acquisition of Ysla Community Ditch, Rio Grande project.

1. Receipt is acknowledged of the Acting Chief of Construction's letter dated March 27, 1918, transmitting Project Manager's letter of March 23, 1918, and copy of memorandum for the Project Manager by the District Counsel.

2. It is very much to be regretted that specific and definite information does not accompany all matters from the field reaching this office. Of course, it is well known that the same person in this office cannot always handle the same question, and even where that is true it is impossible to bear in mind all the questions which are presented. The war has depleted the forces in this office, and especially that of the Mails and Files, so that it is often a matter of difficulty to find such data as are furnished by the District Counsel in his said memorandum dated March 21, 1918. Had some reference to the former action been made in the letter of the Project Manager, the present difficulty would have been avoided.

3. This office has frequently called attention to the difficulty and delay caused by the assumption that the person who is to handle the correspondence in this office is as familiar with the details as the people on the project. The field employees often lose sight of the fact that they have to keep in touch with only one project while your office and this one must deal with the affairs of some 30 projects, and therefore, it is not reasonable to expect of us the same familiarity with any project as the local people have.

4. It must be confessed that the situation of this title is certainly very unsatisfactory, but since it now appears from the memorandum by the District Counsel that this is the least expensive and best title which the United States can acquire short of condemnation, the deed as submitted will be accepted, especially since the Chief Counsel concurs.

5. However, it is not seen why the Commissioners sign in their own names rather than sign the name of the Community Ditch by themselves as Commissioners, but it is assumed that that defect is governed by custom; and, therefore, the present signature will be waived; but you are requested



to direct the Project Manager to call the District Counsel's attention to this point, and to request him to furnish with any future deed which may be submitted some other brief explanation, furnishing light upon this method of executing these deeds. The Chief Counsel concurs in this procedure and expresses his surprise that it should be deemed otherwise.

6. I am returning herewith the assent and waivers signed by the owners of water rights in the Ysla Community Ditch which it is said it is usual to retain in the the local files.

encs.

Copy to P. M., El Paso, Tex. ✓  
D. C., " " "

*A. P. Davis*

U. S. Reclamation Service  
MAR 27 1918  
EL PASO, TEXAS

March 27, 1918.

Acting Chief of Construction

Director, Washington.

Lateral systems in Texas to be taken over and operated by United States - Acquisition of Ysla Community Ditch - Rio Grande Project.

1. Reference is made to Acting Director's letter of January 28, 1918 to this office, office reply thereto of March 4, 1918 and Director's letter to this office of March 14, 1918 relative to the above subject.

2. In compliance with paragraph 2 of the Director's letter of March 14, 1918, there is enclosed letter dated March 23, 1918 from Project Manager, El Paso, Texas to which is attached memorandum dated March 21, 1918 from District Counsel, El Paso, Texas, together with copy of the quitclaim deed in question and related papers, also release referred to in paragraph 7 of the District Counsel's memorandum.

3. It appears from the District Counsel's memorandum that the quitclaim deed in this case should be accepted and it is so recommended.

E. F. WALTER

Enclosures as noted in par. 2 hereof.

CC- P.M., El Paso, Texas. ✓  
D. C., El Paso, Texas.

C 22

El Paso, Texas, March 23, 1918.

Project Manager, Rio Grande Project,  
Chief of Construction, Denver, Colo.

Quit claim deed for acquisition of Ysla Community Ditch, Rio Grande Project.

1. With reference to Director's letter on the above subject, dated March 12, and your office letter of March 19, on the same subject:
2. The matter has been discussed with District Counsel Dent, who has prepared a memorandum on the subject, two copies of which are attached. The District Counsel at this point has given careful study to the legal status of the acquisition on community ditches, both in New Mexico and Texas, for many years. This office values his opinions in these matters very highly, and has little to add to his memorandum on the subject, which should answer the questions brought up by the Director's letter.
3. Copy of the quit claim deed in question is returned herewith, together with the District Counsel's memorandum, and original releases. The latter, after they have served their purpose, should be returned to the project office for filing with other releases from various community ditches.

- - - - -

Enc. 2 copies memo. from Dist. Counsel dated March 21  
3 pages of individual releases  
Copy of quit claim deed.

DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

OFFICE OF  
DISTRICT COUNSEL

El Paso, Texas, March 21, 1918.

MEMORANDUM FOR THE PROJECT MANAGER: *El Paso*

Subject: Quit-claim deed for acquisition Ysla Community ditch -  
Rio Grande project.

1. The Acting Chief of Construction's letter of March 19 requests from me report, which is herewith submitted in triplicate, upon the subject of the Director's letter of March 14, as above noted.

2. The general tenor of the Director's letter would lead one to conclude that the matter of community ditches on the Rio Grande project is one of first impression. If there is any one subject upon which the writer has expatiated long, loud and often, it is upon this topic, and I fancied that every one in both the Denver and Washington office was at least fairly familiar with the subject. As you are well aware, the difficulties connected with community ditches have confronted us at every step and for many years practically nothing was done in the way of developing a lateral system largely on account of the many difficulties, legal and practical, encountered in dealing with these ditches.

3. In your letter of February 21, 1918, on this subject, with which were returned copy of executed deed and related papers, in response to the Director's letter of February 12, this matter was adverted to, and it was stated that this deed was taken

pursuant to the general policy heretofore adopted, and in the same manner and form that other similar deeds have been taken, personal releases being also obtained from at least 80 per cent of the individual owners in the ditch. This policy and the manner of accepting conveyances of community ditches were adopted after conferences with the Director and Chief Counsel while in El Paso something like two years ago, and many other ditches of this character have been taken over under these conditions, of which the following come to mind: Clint, Socorro, Salitral, San Elizario, Juan de Herrera, San Jose, Pena, Wadlington and Thompson, in the El Paso Valley of Texas; the San Miguel, Las Cruces-Mesilla combined ditch (portion for Leasburg extension), a part of the Dona Ana, in the Mesilla valley, and the Hatch in the Rincon or Hatch valley of New Mexico. In each case precisely the same procedure was followed as in the case now under consideration.

4. At the present time there is no express statutory authority by which commissioners of a community ditch may transfer such property, and there is really no express authority (conferred by statute) for the appointment or election of commissioners of such ditches. This subject was formerly covered by Title 73, Chapter One, Revised Statutes of Texas, 1911. This law, however, was repealed by the irrigation code of 1913, which in turn has been superseded by Chapter 88, laws of 1917 (regular session). Some gifted logician in the august legislature conceived the brilliant idea of repealing all laws relating to

community ditches and substituted nothing in lieu thereof. However, there are a great number of things which have been sanctioned by custom prevailing for years and one of these is the control and management of community ditches by commissioners elected or informally designated by the people who own rights in the ditch, by mass meetings, etc. The commissioners so appointed or elected act with the consent and acquiescence of the owners.

5. The policy of accepting deeds from commissioners and personal releases from the individual owners, or as many as may be obtained - not in any case less than 80 per cent - was adopted after much consideration, discussion by correspondence and in personal conference, etc. This was decided upon as the best means available and with the full knowledge that perfect legal title is not secured thereby. Under the decisions of the courts generally relating to community ditches the unanimous consent of <sup>the</sup> ~~all~~ owners is necessary to convey perfect title of the community, which is held by the owners as tenants in common. However, those who sign personal releases or waivers would be thereby estopped from interposing any objection to the action taken, and the others who do not sign would be precluded from objecting unless such objection is urged seasonably; so that within a short time complete title would be acquired by estoppel if not otherwise.

6. If there has been made or offered any change in the manner of acquiring property of this kind I have not been apprised thereof. If either Denver or Washington can suggest any better method of course it would be welcomed. I have brought to this subject considerable thought and study and have labored without being able to bring forth any plan by which perfect legal title may be secured without consent of all owners, which you know cannot be obtained, except possibly in the case of small ditches, of which the Ysla is one. On some of the larger ditches there are three or four hundred owners or more, many non-residents, minors who can sign only with order of court, and many other causes which militate against the securing of unanimous consent.

7. In this particular case personal releases or waivers have been secured, according to the best information obtainable, from practically all owners in the ditch - at least greatly in excess of 80 per cent, as stated in your letter of Feb. 21, 1918, which by the way apparently has not received consideration at the hands of the writer of letter of March 14. The original releases (in three parts & so executed for convenience in circulating for signature) are herewith, and I suggest that they be forwarded to Denver, with return of papers, for the information of all concerned. Usually these releases are retained in the files here.

-----

*W. Dent*

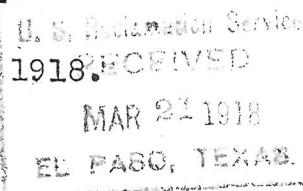
*Legal*

DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

TRAMWAY BUILDING

DENVER, COLO.

March 19, 1918.



From Acting Chief of Construction  
To Project Manager, El Paso, Texas.  
Subject: Quitclaim Deed for acquisition Ysla Community Ditch -  
Rio Grande Project.

1. You have no doubt by this date received copy of Director's letter to this office of March 14, 1918 in reply to office letter of March 4, 1918 with which was transmitted your letter to this office of February 21, 1918 on the above subject.

2. Copy of the quitclaim deed in question with related papers thereto attached are returned with request that you confer with the District Counsel with regard to the matter and return the enclosed papers to this office accompanied by reports in duplicate from both yourself and the District Counsel.

- - -

*R. J. Walter*

Enclosures as noted in Par. 2 hereof.



RECEIVED  
MAR 18 1918  
D.C. TEXAS

EWRE-ML

Director and Chief Engineer  
Chief of Construction, Denver, Colo.

March 14, 1918.

Quitclaim deed for acquisition Ysla Community Ditch - Rio Grande Project.

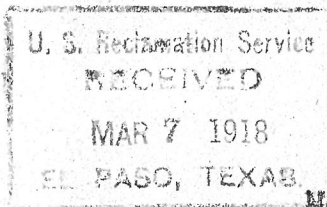
1. Your letter of March 4, 1918, accompanied by quitclaim deed executed by Demetrio Dominguez and Teofilo Naranjo, acting Commissioners of the Ysla Community Ditch, has been considered. The deed is herewith returned because, in the opinion of the Washington office, it is possibly not properly executed. So far as disclosed by Vernon's Sayles' Civil Statute, 1914, there is no authority by which these Commissioners could execute an instrument of this kind so as to validly convey the rights in the ditch. In the next place, it is not quite understood why the deed is in its present form. No reason appears for not signing the deed in the usual manner, to-wit: the Ysla Ditch Company, or Ysla Community Ditch, as may be, by said commissioners.

2. Of course, we notice that from the certificate signed by Assistant District Counsel Pruess this ditch was constructed by voluntary associations of land owners, and that there is no deed of record conveying to the land owners an easement or right of way for the ditch, and that the users claim the ditch by a prescriptive right. This certificate taken in connection with the present form of the deed leads us to believe that under rather unusual laws governing such matters enforced in the State of Texas the deed in the form and executed as it

is may be entirely correct but it is returned with the request that it be sent back to the Project Manager with instructions to return it to the District Counsel for the purpose of a full report including specific references to the code, or decisions, governing matters of this kind. Or, if found to be incorrect as general principles would indicate, that the needed correction be made and the corrected instrument returned.

Encl.

Copy to P. M., El Paso, Texas ✓  
D. C., " "



①-2-2

MSB

March 4, 1918.

Chief of Construction,

Director, Washington, D. C.

Quit claim deed for acquisition Ysla Community Ditch -  
Rio Grande Project.

1. Referring to your letter of January 28 relative to the above subject, I am returning herewith, quit claim deed, referred to, with report of Project Manager dated February 21. While the Project Manager does not definitely state that the Ysla is needed as part of the distribution system, I think such may be safely assumed as the matter was put up directly to him and he has returned it without stating to the contrary; therefore, apparently recommends that the same be acquired by the Government in accordance with his policy, which is only to take over such ditches as are needed in connection with the distribution system. I think it may furthermore be safely assumed that 80% of the owners thereof have signed waivers and that provision has been made for additional right of way needed, which is also one of the requirements of the Project Manager in connection with acquiring community ditches for enlargement, as he states, in paragraph 3, individual releases have been received from practically all of the owners.

2. I am sending a copy of this letter to the Project Manager and if the assumptions made herein are not correct, it is requested that he notify you immediately, with copy to this office.  
cc-P.M.El Paso.

F. L. Weymouth

2011  
C

El Paso, Texas, Feb. 21, 1918.

From Project Manager, L. M. Lawson,

To Chief of Construction, Denver.

Subject: Lateral systems in Texas to be taken over and operated by the Government - Acquisition of Ysla Community Ditch - Rio Grande Project.

1. Reference is made to your letter of February 12th relative to subject above mentioned.

2. All community ditches and laterals of the Rio Grande Project which can be used as part of the government permanent lateral system, are being taken over and operated by this Project, subject to the consent of the Water Users' Association and 80% of the owners of water rights in said ditches and laterals. Pursuant to this policy, deeds are executed by the Commissioners of such ditches and laterals to the United States after the passage of a resolution by the Water Users' Association requesting that said ditches and laterals be taken over and operated by the United States, and upon the receipt of individual releases to all rights in said ditches and laterals signed by at least 80% of the owners thereof.

3. The deed from the Commissioners of the Ysla Community Ditch, dated December 29, 1917, was executed in accordance with the procedure above set forth: the resolution of the El Paso Valley Water Users' Association dated September 25, 1917, and

referred to in letter to you from the Acting Director, dated January 28, 1918, being deemed a proper approval by the Association, and individual releases having been received from practically all of the owners of water rights in the said Ysla Ditch, said releases being now on file in this office.

4. Copy of executed deed from Commissioners of the Ysla Ditch, dated December 29, 1917, is herewith returned together with two certificates accompanying it.

- - - -

Incs.

Executed deed Ysla Community Ditch, certificates & blue print.

Carbon copy of this letter.

DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

OFFICE OF  
DISTRICT COUNSEL

El Paso, Texas, Feb. 16, 1918.

Mr. Geo. W. Hoffman,  
Ysleta, Texas.

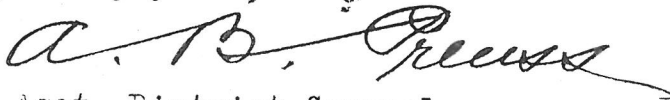
My dear Mr. Hoffman:

Pursuant to suggestion from our Mr. Hallihan, I am herewith inclosing release of individual water rights in and to Ysla Community Ditch, and would request that signatures to same be obtained from water right owners of said Ditch other than those of water right owners whose names are listed below.

The Commissioners of said Ditch by deed dated December 29, 1917, conveyed same to the United States but acceptance of such deed is contingent upon having releases from 80% of the water rights owners on the Ditch.

Thanking you for your courtesy, I am,

Very truly yours,



Asst. District Counsel.

List of those already signed:

Dolores deLujan -	10½ acres.	J. J. Watkins	21 ✓
Sacarias Duran -	8	I. G. Gaal	75
✓ M. S. Corbin	13½	J. F. William	68
C. B. Hudspeth	32	for	
✓ Demetrio Dominguez	14½	Z. L. Cobb	
✓ G. Hernandez	14		
S. Escontrias	12		
✓ Geo. W. Hoffman	120		
Grand View Realty Co.	104		
✓ C. M. Newman	80		
Socorro Farms Co	230		

DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE  
TRAMWAY BUILDING

DENVER, COLO. February 12, 1918.

REC'D  
FEB 15  
EL PASO, TEXAS

From Chief of Construction

To Project Manager, El Paso, Texas.

Subject: Lateral systems in Texas to be taken over and operated by the Government - Acquisition of Ysla Community Ditch - Rio Grande Project.

1. Enclosed is copy of Acting Director's letter to this office of January 28, 1918 together with copy of quitclaim deed dated December 29, 1917 from the Commissioners of the Ysla Community Ditch, conveying said ditch property to the United States, the original and copies thereof with necessary certificates apparently transmitted by your office to the Director for acceptance by form letter of January 4, 1918.

2. The Acting Director's letter requests a report from this office with return of the copy of the quitclaim deed just referred to, whether the same should be accepted in view of the telegrams mentioned in his letter, as well as the resolution adopted by the Board of Governors of the El Paso Valley Water Users' Association at the regular meeting thereof held September 25, 1917.

3. Other than copies of the telegrams referred to, there is no information in the files of this office with regard to the acquisition by the United States of the Ysla Community Ditch, and you are, therefore, requested to submit in duplicate, a report upon the matter and to state among

other things whether 80% of the land owners under this ditch have, in fact, requested that it be taken over and operated by the United States as a part of the permanent project system.

--- F. B. Weymouth

Encl. Copy of letter from Acting Director to Chief of Constn., Jan. 28, 1918.

Copy of quitclaim deed from Commissioners of Ysla Community Ditch dated Dec. 29, 1917 with certificates and blue print.

CC - D.C., El Paso, Texas.



Acting Director

January 29, 1918.

Chief of Construction.

Lateral systems in Texas to be taken over and operated by the Government, Rio Grande project.

1. Reference is made to your telegram of January 8, 1918:

"President Smith wants entire system of laterals in Texas taken over immediately and operated by government regardless of whether all laterals will become part of permanent system. Lawson is only taking over laterals needed as part of permanent system and upon request of eighty percent of the landowners and has to date refrained from taking over laterals not needed for permanent system and where it is not feasible to give satisfactory service please telegraph if you have made any specific promises in the matter and your instructions."

and to office reply of same date as follows:

"I made no promises nor adopted any policy regarding laterals Rio Grande Project except as you have described. Lawson as following and as set forth in our contract with the Association. With present information I believe the policy Lawson is following is correct but defer to your judgment if you have reason to think otherwise."

2. The following resolution was adopted by the Board of Governors of the El Paso Valley Water Users' Association at a regular meeting held September 25, 1917:

"Resolved, That the Reclamation Service be requested to take over the following laterals to which deeds have passed from the Commissioners: Salitral, San José, Pena, Juan de Herrera, Thompson, San Elizario and Wadlington and all other laterals as soon as the Water Users on such laterals convey title to the government."

Enclosed herewith is copy of the quitclaim deed dated December 29, 1917 from the Commissioners of the Yala Community Ditch, conveying said ditch property to the United States which was transmitted by the project manager

FEB -1 '17 21834

under his form letter of January 4, 1918 for approval. In view of the above your advice is desired whether this quitclaim deed should be accepted.

3. With your reply please return the copy of the quitclaim deed herewith enclosed.

*Morris Egan*

✓  
Extra Copy to C. of C., Denver, Colo.

Enc.

FEB -1 '17 21834

CERTIFICATE.

I HEREBY CERTIFY That the Community Ditch described in attached deed of December 29, 1917, from the Commissioners of YSLA COMMUNITY DITCH, was constructed by voluntary associations of land owners, and that there is no deed of record conveying to the land owners an easement or right of way for said ditch, and that said ditch has been constructed and in existence for more than the statutory period of limitation, so that title by prescription has been acquired: And

That said property is not subject to taxation under the laws of Texas and that neither the tax records nor other county records contain any instruments affording basis of title; and that there are no liens against the property.

---

Asst. District Counsel.

El Paso, Texas,  
January 4, 1918.

CERTIFICATE.

I HEREBY CERTIFY that DEMETRIO DOMINGUEZ and TEOFILO NARANJO. duly elected, qualified and acting Commissioners of the YSLA COMMUNITY DITCH, are in possession of the property described in the attached deed of December 29, 1917, claiming an easement for the operation of said ditch in said property, and that no person claiming a right in such property adverse to the grantor is in possession of any part of it.

---

Asst. District Counsel.

El Paso, Texas,  
January 4, 1918.

DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

El Paso, Texas, January 4, 1918.

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

Subject: Forwarding ~~contract~~ **Quit Claim Deed** for approval.

~~Deed~~ **Deed** dated **December 29, 1917.** **Rio Grande** Project.

Executed by **DEMETRIO DOMINGUEZ & TEOFILO NARANJO, Commissioners of the YSLA COMMUNITY DITCH.**

Estimated amount involved, \$ **0.00** (See Gen'l Order No. 124)

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

**No public notice issued on the Rio Grande project.**

~~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.

Incls.  
Orig. & 1 copy deed, with blue print attached.  
2 certificates of Asst.D.C. in duplicate.

L. M. LAWSON  
(Signature.)

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

Approved by Morris Bien, Acting Director

**APR 20 1918**

Date of approval **APR 20 1918**

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

Original enclosed for record and return.

Morris Bien, Acting Director  
**JAN 10 1918 75473**

*all reports letter 4/10/18 to  
etc. copy to D.C. El Paso*

INSTRUCTIONS.

1. This form is devised to render unnecessary the writing in the Washington office and in the field of various routine letters in reference to contracts.

2. The project or other office where the contract originates will transmit one copy of this form in excess of the number of offices which are to be advised of approval. For example, in the usual case where the project manager and Chief of Construction are to be advised, three copies should be sent to the Washington office.

3. The Chief of Construction will make proper notation on his copy of the contract showing the date when the contract is forwarded by him.

4. Any special matter or information relative to the contract too long to write on the form should be set out in a statement or certificate accompanying the other papers.

5. When reference is made to previous correspondence the dates thereof should be given.