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*Mr. L. A. Dorrington
Supt.*

Mr. L. A. Dorrington,
Supt., Sacramento Agency.

SEP 30 1927

My dear Mr. Dorrington:

There is inclosed for your information copy of opinion rendered by the Solicitor for the Interior Department on September 21, 1927, in the proposed purchase of 70 acres of land from Louis Alpers for \$3000.

On page 3 of the opinion reference is made to the agreement of December 18, 1923, providing for the sale of minerals on the Fitzsimmons ranch. As the policy of title insurance is to be issued subject to the terms of this agreement, it is held that a copy of the agreement should be supplied for examination to determine whether it contains anything objectionable to the interest of the Indians. Please call upon Mr. Alpers for a copy of the agreement, which, upon receipt, should be forwarded to this Office.

Attention is also invited to our letter of July 23 relating to satisfaction of all unpaid taxes and transmittal of vouchers in duplicate.

With respect to the competency and reliability of the company issuing the policy, referred to on page 4 of the opinion, as the Title Insurance and Guaranty Company of San Francisco was a party to the policy issued in the Gobbi case, at which time a satisfactory showing as to the standing of this company was made, it is deemed unnecessary to require an additional showing in this case.

The policy of title insurance issued to Louis Alpers and Marjorie Alpers, his wife, is returned herewith, as it is not needed in connection with the proposed purchase.

Please give this matter your prompt attention and make reply at an early date.

Dear Secretary:

INDIAN OFFICE

In connection with the proposed purchase by the United States of 70 acres of land in Amador County, California, from Louis Alpers for a consideration of \$3,000, my opinion has been requested first as to the advisability of accepting a deed which Mr. Alpers, joined by his wife, Marjorie Alpers, has executed, conveying the land to the Government, and second as to the sufficiency of a policy of title insurance to be executed on the form submitted by the Title Insurance and Guaranty Company as a guarantee of good title in the United States.

The land is part of what is known as Fitzsimmons Ranch. Although the record title appears to be in Mr. Alpers, the land is alleged to have been occupied by a band of about 20 Indians who claim that it has been used by them and their ancestors for at least 100 years. The Government desires to acquire the land for the benefit of these Indians under authority of an item contained in

the act of May 10, 1926 (44 Stat. 68) and on
its purchase was approved by the Assistant Secretary
of the Interior April 13, 1927.

Upon examination of the deed it is noted that
the failure to state the quantity and area of the land
is properly executed and completed and will upon
conveyance, convey to the United States such title as
the grantor had at the time of its execution, and that
the omission from the instrument of the quantity
of the land as material as the property is other-
wise clearly described by metes and bounds.

The position has heretofore been taken that a policy
of insurance is accepted in lieu of an abstract of
title when it appears that the company is solvent
and properly qualified and the policy is free from conditions
and stipulations inappropriate to ownership of
property by the United States. The tentative policy
for the amount of \$5,000 and will insure a merchantable
title to the United States subject to the following:

- 1st. The taxes contained in United States Patent
- 2nd. County Taxes for the fiscal year
- 3rd. Taxes not yet payable
- 4th. A deed dated December 18th 1923, executed
- 5th. The name of Maria Brant Stone, his
- 6th. The names Andrew Stone, William F.

... A. W. ...
providing, among other things, ...
parties to see ... parties of ...
Simmons Ranch, which comprises ...
said agreement contains other ...
tions reference being hereby made ...
same. ... recorded in ...
... Existing ... and ...

The taxes should, of course, be ...
found from the record that the ...
... by letter dated ...
Indian superintendent to require the grantors to deposit ...
with him or the tax office a sufficient amount with which ...
to make such payment. The agreement of December 18, 1908 ...
providing for the sale of the minerals underlying this ...
and other land is not with the ... hence I am unable ...
to determine whether it contains anything that might be ...
considered sufficient cause for objection of the proper ...
conveyance. That can only be determined by examination ...
of the instrument and it is accordingly suggested that ...
a certified copy thereof be furnished for examination, ...
... information as to what, if any, mining ...
... conducted on the land and whether ...
... will in any manner interfere with the use ...
... occupancy of the land by the Indians, before the trans-
... is ... With this exception the form of policy ...
... and I therefore see no reason why

the case should not be covered by a
guarantee of good title. The Government is
insured as to the competency and reliability of
issuing the policy.

Very truly yours,

(Signed) E. O. Reilly

Director

Approved: Sep. 21, 1927;

(Signed) John H. Edwards

Assistant Secretary.

Copy to Commissioner of Indian Affairs.