

Opinion No. 43-4259

March 29, 1943

BY: EDWARD P. CHASE, Attorney General

TO: Mr. C. R. Sebastian, State Comptroller, Santa Fe, New Mexico

We are in receipt of your letter of March 26, 1943, and the enclosed standard form of Warranty Deed upon which Sim McFarland, President of the McFarland Brothers Bank of Logan, New Mexico, has stated that the wording of the granting clause of this Deed does not appear to him to be in proper form. You ask our opinion as to whether or not the wording of this Deed is correct.

This is the form of Warranty Deed that has been in use as a standard form for the last three years, the legality of which has never been questioned by any attorney, to my knowledge. I have examined the underlined portion of the granting clause, and it is my opinion that this portion, as well as the other portions of the Deed, are, in all respects, valid, although the wording may be slightly cumbersome.

It occurs to me that Mr. McFarland's difficulties may have arisen out of the filling in of the blank spaces. For this reason, I have filled in the blanks, and am returning the Deed to you. You might also call Mr. McFarland's attention to the fact that he is under no obligation to use this form of Deed, and that the only effect of using a different form prepared to his liking is that the recording fee is slightly higher.

By ROBERT W. WARD,

Asst. Atty. General