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SAMPLE PARTIDO CONTRACTS

EDITED BY LARRY S. LOPEZ

IN NEW MEXICO the *partido* system of livestock production is several hundred years old. The first written account is from 1776 when Lt. General Nicolás Ortiz brought suit against a Juan Gutiérrez over a *partido* of sheep, but the tone of the proceeding indicates the practice was well established even then.¹ It was a system well suited for American capitalists and upon their arrival in New Mexico the system mushroomed. By 1900 almost three and a half million sheep were in the *partido* system.²

Generally the contract called for payment in kind. The owner entrusted a number of breeding ewes to the *partidero* (herder) who took care of them as if they were his own. Normal payment was twenty percent of the increase annually; thus by the end of five years, the owner's herd would double. Losses to this herd came from the *partidero's* share. A second type of contract called for payment in wool, usually two or three pounds per animal per year. A third called for twenty percent increase plus some wool, while a fourth called for money.³

Not all *partidos* were for sheep, some being for cattle or goats. In the great majority of cases, the *partidero* was Hispanic, at least until the coming of large sheep companies such as those of Frank Bond and the Ilfeld brothers.⁴ When both parties were Hispanic, the contract was usually short and simple, sometimes only an oral agreement. If either party were Anglo, however, the contract tended to be extremely long and detailed, leaving nothing to chance. Below are translated examples of types of contracts noted above.

PARTIDO CONTRACT NO. 1; CATTLE.

This contract is made and agreed upon this first day of May of 1905 by and between Erinea C. de Griego, resident of precinct two of Corrales, County of Sandoval, territory of New Mexico as party of the first part and Juan José Griego of the same precinct, county, and territory mentioned above, party of the second part. Witnesseth: That the party of the first part has turned over to the second party fifty cows for him to care for in *partido*. The second party must, for every five cows, annually give to the party of the first part a one-year-old calf which is to be part of the *partido* for two years. Said cows were received by the party of the second part on the 20th day of September, 1904 and he was satisfied with them and he is to return them to the owner or his assignees to their satisfaction. Said cows are secured by the party of the second part with all the real and personal property he might have at the time of receipt. It is agreed by the second party that he has no right to sell or to give away any of his goods until he has satisfied the party of the first part by returning his cows and his *partido* [share] unless the first party gives his consent to sell something. Said contract is made voluntarily by both and it is understood that the party of the first part has the right to take back his cows anytime he desires or that the second party has the right to return said cows when he desires. They are to be taken care of on the ranch known as the ranch of the deceased Eristino Griego located in the county of Sandoval. In proof thereof the present contract is signed in the presence of witnesses.⁵

PARTIDO CONTRACT NO. 2; GOATS.

This contract made on the 1st day of March, 1919 by and between Socimo C. de Baca of the county of Sandoval, state of New Mexico, party of the first part and Perfecto Gurule and Pabla S. de Gurule (his wife) of the county of Sandoval and state of New Mexico, parties of the second part, Witnesseth: That the party of the first part has on this day entrusted, for increase, to the party of the second part, 60 young goats without defect and in good condition which the parties of the second part have received and are

in their possession. The party of the second part promises the party of the first part to return and turn over 120 goats, young, without defect, in good condition and order, at the end of five years from the date of this contract which is to terminate on the 1st day of March, 1924. The party of the second part promises to pasture the said goats inside the county of Sandoval, state of New Mexico and not to dispose of said goats without the consent of the party of the first part. The parties of the second part secure and give as security for said goats or any portion of them the following real property located in the county of Sandoval, state of New Mexico described as follows, to wit: a piece of farm land thirty yards and one foot wide, bounded on the north by property of Eutimio Mares, on the south by the property of Marta Segura, on the east by the Río Grande, and on the west by the mountain, according to the original [deed], including all the improvements made on said property, according to a document made on the 14th of October, 1915 from Isabel Segura to Marcial Segura and Pabla Segura. The party of the second part promises to declare said goats from the year 1920 to the end of the contract and to pay taxes for said goats, year by year until the end of the contract. So that this contract be binding, we and our administrators and assignees must carry out the terms above specified. In witness thereof, this contract is made in duplicate and signed by both parties on the day and year above written.⁶

PARTIDO CONTRACT NO. 3; [ONE PARTY AN ANGLO]

This agreement made today, the 6th of December, 1911 between Louis Ilfeld, resident of Albuquerque, New Mexico, party of the first part, and Elauterio Leyba, Irene Montoya de Leyba, his wife, and Moises Leyba and Anastacia Tafoya de Leyba, parties of the second part, testifies that the party of the first part has given, in *partido*, to the party of the second part, 1131 good ewes, white and wooled, in good order and condition, and free of scab, of one-and-a-half to four-and-a-half years of age, divided in equal numbers for each age, to the entire satisfaction and contentment of the party of the second part with the mark and brand as follows [mark], the receipt of which is by this [contract] acknowledged and the term

of this contract is for a period of five years starting the 15th of October, 1911 until the 25th of October, 1916. The parties of the second part are residents of the town of Peña Blanca, Sandoval County, territory of New Mexico.

1. The parties of the second part promise to care for these said ewes within the territory of New Mexico in the best possible manner.

2. It is understood that the parties of the second part guarantee said ewes against all kinds of accidents whatever their nature.

3. It is also understood that the parties of the second part are to declare said ewes in their own names and will pay the assessed tax of any kind during the life of this agreement.

4. The parties of the second part also promise to return and give to the party of the first part the same number of sheep, of the same type, quality, and description, and their wethers, as above described and as they have been received, at the expiration or termination of this agreement.

5. The parties of the second part will obligate themselves to pay all costs of pasturing, dipping, shearing, and other costs which may occur in the caring for of said ewes and their wethers.

6. It is also understood by both that until the time that said ewes are turned over again to the party of the first part, their successors, assignees, or representatives, said ewes and their wethers will be and will remain the property of said party of the first part.

7. In addition, the parties of the second part promise to pay to said party of the first part, as *partido* for said ewes, 50 cents annually for each head of 1131 ewes during the month of June of each year until the end of this agreement.

8. The parties of the second part promise to mark said ewes and also their wethers with the mark above mentioned, and also promise to mark with the same mark all the ewes they may buy during the life of this contract, as well as all ewes now in their possession and such ewes will be subject to this agreement.

9. If the parties of the second part, at the end of this agreement, do not have enough to make up the entire number that they have received from the party of the first part, they promise to complete

such number from male and female sheep chosen from the wethers of said ewes at the rate of three sheep for every two ewes. Such sheep must be woolled, dipped, and in good condition, females as well as males.

10. If the parties of the second part do not have enough ewes and rams for [any reason whatsoever of] fraud, in this case the parties of the second part promise to pay for said ewes that are missing at the rate of \$4.00 for each ewe.

11. The parties of the second part promise not to sell nor to mortgage in any manner any portion of said ewes or their wethers with the exception of ewes that are past the age of breeding and rams. They will not have the right to make such a sale without the written consent of the party of the first part. It is also understood that the party of the first part will have the right to sell not only the wool, but also the rams of said ewes at the market price and to receive pay for said wool and rams, after having deducted the sum of money that the party of the first part has advanced to the parties of the second part, and the party of the first part will turn over the remainder of said sales to the parties of the second part.

12. This agreement will be terminated by the party of the first part in case the parties of the second part break any of the rules and conditions herein mentioned. If this termination falls on, or takes place during the time the ewes are pregnant, the parties of the second part are obligated to return one-for-one, without taking into account such pregnancies.

13. It is also understood that this agreement is made subject to and in consideration of the right of the party of the first part in a certain mortgage, executed by parties of the second part in favor of the party of the first part, as security for carrying out this agreement.

Made in duplicate in Albuquerque, N.M. and in Peña Blanca, N.M. and signed and sealed today, this day in December, 1911 by the parties of this agreement, being expressly agreed that the heirs, executors; and administrators of the parties of the second part will be bound by this agreement.⁷

PARTIDO CONTRACT NO. 4; SHEEP [BOTH PARTIES ANGLO]

Note: This is a very long and detailed contract, in English, made between Frank Bond and D. R. Cater and his wife. It follows the same general outline as the one above, though longer, and involves 1500 sheep ranging in age from one to six years old. Rental is to be 300 lambs annually, each lamb to weigh no less than 55 pounds. The renters bind themselves to deliver the entire original number without excuse, whether it be death, sickness, lightning, hail, drought, pestilence, or war.⁸

NOTES

1. Archive no. 600 listed in R. E. Twitchell, *Archives of New Mexico*, 3 vols. (Cedar Rapids: The Torch Press, 1914) 2:243.
2. Ralph Charles, "Development of the Partido System in the New Mexico Sheep Industry," (M.A. Thesis, University of New Mexico, 1940) p. 28.
3. Charles, "Development," p. 41.
4. Frank H. Grubbs, "Frank Bond, Gentleman Shepherder of Northern New Mexico, 1883-1915," *New Mexico Historical Review*, 35:169-99, 293-308; 36:138-58, 230-43, 274-345; 37:43-71.
5. Records of Sandoval County New Mexico (RSC), Miscellaneous Book (Misc. Book) No. 1, p. 20.
6. RSC Misc. Book, p. 16.
7. RSC Misc. Book, p. 12.
8. RSC Misc. Book, p. 143. Losses by participants could be severe. In 1792, for example, Joaquín Mesta and his sons lost one thousand sheep they had assumed in *partido*. As payment they relinquished title to the M. and S. Montoya and the Mesta Land Grants near Cabezon, Records of Bernalillo County, New Mexico, Book No. 5, p. 422.