

HOLGUIN, GUADALUPE

WARRANTY DEED

065

FRANKLIN DRAIN

Soc. 13-17

~~0023-0068-09590014~~ 0023-0080-0059-00

(59) TEXAS

280

THE STATE OF TEXAS, }
COUNTY OF EL PASO. }

KNOW ALL MEN BY THESE PRESENTS:

That I, Guadalupe Holguin,

of the County of El Paso, State of Texas, in consideration of the sum of Forty and 0/100 (\$40.00) DOLLARS,

to me in hand paid by The United States of America, pursuant to the act of June 17, 1902 (32 Stat. 388), and acts amendatory thereof and supplemental thereto. the receipt of which is hereby acknowledged
has vs Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said The United States of America

~~of the County of~~ and ~~xxx~~, all that certain tract or parcel of land, lying in the County of El Paso and State of Texas and more particularly described as follows, to-wit:

A tract of land approximately 4 1/2 miles northwest of the town of Clint, Texas, in the West half of the west half of section twenty (20), township thirty-two (32) south, range seven (7) east, United States Reclamation Service survey, being more particularly described as follows:

Beginning at the southeast corner of the tract of land herein described, which is a point on the property line of land of the Grantor herein and J. Primm and Wingo, from which point the northwest corner of said section twenty (20) bears North 17°25' West two thousand seven hundred seventy-four and nine-tenths (2774.9) feet; thence South 6°07' West two hundred eighteen and four-tenths (218.4) feet along property line between land of the Grantor herein and said J. Primm and Wingo; thence North 27°13' West four hundred thirty-eight and six-tenths (438.6) feet to point on property line between land of the Grantor herein and George Boyee; thence South 61°29' East ninety-five and nine-tenths (95.9) feet along said property line to a corner; thence South 49°06' East one hundred seventy-seven (177.0) feet along property line between land of the Grantor herein and said George Boyee; thence South 27°13' East twelve and five-tenths (12.5) feet to point of beginning; said tract of land containing sixty-six hundredths (0.66) acre, more or less; said land herein described not being homestead property;

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging, unto the said

The United States of America, its

~~xxxxxx~~ assigns forever; and I do hereby bind myself, my heirs, executors and administrators, to Warrant and forever Defend, all and singular, the said premises unto the said

The United States of America, its

~~xxxxxx~~ assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

WITNESS my hand at El Paso, Texas this 7th day of August, A. D. 1919.

Witnesses at Request of Grantor

GUADALUPE HOLGUIN

Correct as to Engineering Data S. W. H.

THE STATE OF TEXAS,
COUNTY OF EL PASO.

BEFORE ME, Geo. W. Hoadley, a Notary

Public in and for El Paso, County, Texas, on this day personally appeared
Guadalupe Holguin

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 7th day of August A. D. 1919

Geo. W. Hoadley,

Notary Public in and for El Paso
County, Texas.

THE STATE OF TEXAS,
COUNTY OF EL PASO.

BEFORE ME,

in and for El Paso, County, Texas, on this day personally appeared
wife of

known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same by me fully explained to her, she, the said acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same, for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this _____ day of _____ A. D. 191_____

THE STATE OF TEXAS,
COUNTY OF EL PASO.

I, W D Greet

Clerk of the County Court

of said County do hereby certify that the above instrument of writing, dated on the 7th day of August, A. D. 1919 with its certificate of authentication, was filed for record in my office this 21 day of October A. D. 1919, at 2:20 o'clock P. M. and duly recorded the 27th day of October A. D. 1919 at 10:30 o'clock A. M. in the records of said County, in Volume 224 on pages 490.

Witness my hand and the seal of the County Court of said County, at office in El Paso, Texas, the day and year last above written.

W D Greet

Clerk, County Court.

By Florence C Rock, Deputy.

TO

WARRANTY DEED

Single and Wife's Separate Acknowledgment

Filed for record _____ 191_____

at _____ o'clock _____ M.

Clerk, County Court, El Paso County, Tex.

By _____ Deputy.

Project Manager

Approved May 27, 1910, by the
Secretary of the Interior.

Form 7-276
12-11

THIS AGREEMENT, made the 15th day of March
nineteen hundred and nineteen, between Guadalupe Holguin
and , his wife, of El Paso
County, Texas, for him self, his 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 El Paso State of Texas, to wit:

A tract of land approximately $4\frac{1}{2}$ miles northwest of the town
of Clint, Texas, in the west half ($\frac{1}{2}$) of the west half ($\frac{1}{2}$) of
Section Twenty (20), Township Thirty-two (32) South, Range Seven
(7) East, United States Reclamation Service survey, being more par-
ticularly described as follows: Beginning at the southeast corner
of the tract of land herein described, which is a point on the pro-
perty line of land of vendor herein and J. Primm and Wingo, from
which point the northwest corner of Section Twenty (20) bears North
 $17^{\circ}25'$ West, two thousand seven hundred seventy-four and nine tenths
(2774.9) feet; thence South $6^{\circ}07'$ West, two hundred eighteen and four
tenths (218.4) feet along property line between land of vendor here-
inafter and J. Primm and Wingo; thence North $27^{\circ}13'$ West, four hundred
thirty-eight and six tenths (438.6) feet to point on property line
between land of vendor herein and Geo. Bovee; thence South $61^{\circ}29'$
East, ninety-five and nine tenths (95.9) feet along said property
line to a corner; thence South $49^{\circ}06'$ East, one hundred seventy-seven
(177.0) feet along property line between land of vendor herein and
said Geo. Bovee; thence South $27^{\circ}13'$ East, twelve and five tenths
(12.5) feet to point of beginning; said tract of land containing
sixty-six hundredths (0.66) of an acre, more or less.

Correct as to Engineering Data
E. A.

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

El Paso, Texas, MAR 21 1919, 19

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

Subject: Forwarding contract for approval.

Agreement dated March 15, 1919. Rio Grande Project

Executed on behalf of U. S. by L.H. LAMBON, Project Manager.

With Guadalupe Holguin.

Estimated amount involved, \$ 40.00

Authority No. or clearing acct. 63 8-4

~~Accompanied by bond and two copies.~~
(Strike out if no bond transmitted.)

Purpose:
(See instructions on back.)

Purchase of right of way for Franklin Drain

Inclosures listed on reverse. (See Par. 5.)

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

Encls: Orig. & 3 copies contract
Orig. & 1 copy report on land agreement L.H. LAMBON
Orig. & 1 copy Certificate of recommendation Project Manager.
Two blueprints

Denver, Colo., Nov. 29, 19 19

It is recommended that the above-described contract be approved.

Inclosures:

Orig. & 3 copies form letter.
" " " " contract.
" Cert. of Necessity.
" Report on Land Agreement.
1 blue print.

CHAS. F. WILLIAMS
Acting Chief of Construction.

6-4533

Washington, D. C., APR 10 1919

Contract (and bond, if any,) was approved by MORRIS BIEN,
Assistant to the Director.
on APR 10 1919

APR 3 '19 94442

~~2. In consideration of the premises the vendor further agrees upon receipt of notice that this agreement has been approved by the Comptroller or Director of the Reclamation Service to furnish promptly, at his own expense, an abstract of title which shall later be extended to include any instruments subsequently recorded in connection herewith and also the record of the conveyance made pursuant to this agreement: *Provided*, That if the vendor fails or refuses to furnish proper abstract of title within sixty days after notice that this agreement has been approved, or if within such period written request be made by the vendor, such abstract may be procured by the United States at the expense of the vendor and the cost thereof deducted from the purchase price.~~

3. The vendor further agrees to procure and have recorded at his own cost all assurances of title and affidavits which he may be advised by the proper Government officials are necessary and proper to show complete title in fee simple unincumbered, and the time spent in procuring, recording and transmitting the same to the officer acting on behalf of the United States (and in furnishing or securing abstract of title) shall be added to the time limit of this agreement.

4. And for the same consideration the vendor agrees to execute and deliver, upon demand of the proper officer of the United States at any time within the continuance of this agreement, a good and sufficient deed of warranty conveying to the United States good title to said premises free of lien or incumbrance.

5. In consideration whereof, the United States agrees that it will purchase said property on the terms herein expressed, and upon execution and delivery of such deed and the signing of the usual Government vouchers therefor, and their further approval by the proper Government officials, it will cause to be paid to the vendor as full purchase price and full payment for all damages for entry upon the above-described land and the construction, operation and maintenance of reclamation works under said act, the sum of ~~.....~~
~~.....~~ **forty and no/100 (\$40.00)** ~~.....~~
~~.....~~ dollars, by U. S. Treasury warrant or disbursing officer's check.

6. Liens or incumbrances existing against said premises may, at the option of the United States, be removed at the time of conveyance by reserving the amount necessary from the purchase price and discharging the same with the money so reserved, but this provision shall not be construed to authorize the incurrence of any lien or incumbrance as against this agreement, nor as an assumption of the same by the United States.

7. It is agreed that the vendor may retain possession of said premises until ~~.....~~
March 15, 1919 ~~.....~~ notwithstanding earlier delivery of the deed as herein provided, and may harvest and retain the crops thereon until **March 15, 1919** ~~.....~~; except that the proper officers and agents of the United States may at all times have unrestricted access to survey for and construct reclamation works, telephone and electrical transmission lines, and other structures and appliances incident to said reclamation works, pursuant to said act of Congress, free of any claim for damage or compensation on the part of the vendor.

8. This agreement shall become effective to bind the United States to purchase said premises immediately upon its approval as above specified, and shall terminate by limitation at the expiration of **twenty-four** ~~.....~~ months from its date, unless extended as above provided, and shall inure to the benefit of and be binding upon the heirs and assigns of the vendor, and also the assigns of the United States.

9. No Member of or Delegate to Congress, or Resident Commissioner, after his election or appointment or either before or after he has qualified and during his continuance in office, and no officer, agent or employee of the Government, shall be admitted to any share or part of this contract or agreement, or to any benefit to arise thereupon. Nothing, however, herein contained shall be construed to extend to any incorporated company, where such contract or agreement is made for the general benefit of such incorporation or company, as provided in Section 116 of the Act of Congress approved March 4, 1909 (35 Stat., 1109).

The vendor expressly warrants that he has employed no third person to solicit or obtain this contract in his behalf, or to cause or to procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that he has not paid, or promised or agreed to pay, to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission, or percentage upon the amount receivable by him hereunder; and that he has not, in estimating the contract price demanded by him, included any sum by reason of any such brokerage, commission, or percentage; and that all moneys payable to him hereunder are free from obligation to any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the United States, and that the United States may retain to its own use from any sums due or to become due thereunder an amount equal to any brokerage, commission, or percentage so paid or agreed to be paid.

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands the day and year first above written.

Witnesses :

..... **Guadalupe Holguin**

of

..... *Vendor.*

of

..... **L. K. LAWSON**

For and on behalf of the United States.

of

STATE OF **TEXAS** }
COUNTY OF **EL PASO** } ss :

I, **Geo. W. Hoadley**, a **notary public**

in and for said county, in the State aforesaid, do hereby certify that **Guadalupe Holguin**

who **is** personally known to me to be the person whose name **is** subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that

he

signed, sealed, and delivered said instrument of writing as **his** free and voluntary act, for the uses and purposes therein set forth.

I further certify that I did examine the said

separate and apart from husband, and explained to the contents of the

foregoing instrument, and upon that examination declared that 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 **15th** day of **March**, 191**9**.

[SEAL.] **GEO. W. HOADLEY,**
Notary Public

My commission expires **June 1st, 1919.**

Approved, 191.....

6. State how much of the land is under cultivation, to what kinds of crops, with area of each crop cultivated, and how much is not cultivated, but is capable of being brought under cultivation, as well as the general character of such land; also the condition and kind of improvements, if any. Give a detailed estimate of the value of all important improvements of the land, such as buildings; also the amounts and values of the several classes of land.

All capable of cultivation - none in cultivation at present.

7. If any portion of the land is irrigated, state what water rights go with the land and how much of the cultivated and how much of the uncultivated land is capable of irrigation.

All capable of irrigation under Rio Grande project

8. State the selling price of similar land in the vicinity.

\$100.00 to \$125.00 per acre

9. State fully any other matters relative to the land or to the purchase that may be of interest to the Government, especially concerning possible injury or benefit to other portions of this tract.

Drain will be of general benefit to community

The above is a correct statement of the information procured.

Dated **March 17,** 191 **9.**

(Signature) **Geo. W. Hoadley**

Field Assistant.
(Title) *In Charge of Negotiations.*

Approved:

L. M. Lawson

Project Manager.

REPORT ON LAND AGREEMENT

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

INFORMATION relating to agreement made **March 15th,** 191**9,** with
Guadalupe Holguin

for the purchase of land required for **Franklin Drain**
purposes, **Rio Grande** Project, **El Paso**
County, **Texas.**

1. State description and approximate area of land to be conveyed. **0.66 acre, more or less**
in W $\frac{1}{2}$ W $\frac{1}{2}$, Sec. 20, T32S, R7E, U.S.R.S.

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.

No United States Public lands in this state - Mexican Grant.

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.

Guadalupe Holguin - Socorro, Texas.
Eloisa L. de Holguin (wife) Socorro, Texas.

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.

Owner in possession - no leases

This land is not Homestead property.

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

Land subject to right of way by virtue of stock subscription contract
between landowner and water users' association - Grant of right of
way not being invoked.

El Paso, Texas, July 21, 1919.

Pioneer Abstract and Guarantee Title Company,

El Paso, Texas.

Gentlemen:

With reference to title guaranty for the Guadalupe Olguin purchase, we are inclosing herewith deeds running from the town of Socorro to Agapito Jurado, dated January 7, 1888, and from Agapito Jurado, the same party as above, et al., to Guadalupe Olguin, dated December 29, 1914, both deeds being for the tract of land crossed by the drain right of way. We have looked over the county records and do not find any other conveyances affecting this property.

The corporation deed has been recorded, but the other one has not, and we are inclosing a letter to the county clerk asking that the latter deed be recorded, which please drop in the mail with the second deed after you have examined it.

We trust this will facilitate getting a title guaranty prepared.

Very truly yours,

C F HARVEY

. Assistant District Counsel.

3 incls.

El Paso, Texas,
July 11, 1919.

Mr. Guadalupe Olguin,
Socorro, Texas.

Dear Sir:

With reference to your agreement dated March 15, 1919, to sell to the Reclamation Service right of way for the Franklin Drain, you are advised that it is our intention, if possible, to get a title guaranty for this land. In this connection we are obliged to make some inquiries stated below, to which we invite your very careful attention.

We understand that you have no abstract of title to this land, but if you have it and will bring it to this office it will very likely be the means of obviating a discussion of the following questions. Therefore, if you do happen to have an abstract of title please put us in possession of it without delay.

Assuming that you have no abstract of title, we wish to have the following questions answered in detail:

Have you a deed for the land running to yourself. If so, please bring the same to our office in order that it may be examined, or give us a reference to the book and page number of the County Records if the deed has been recorded. State how long you have been in possession of the land, giving if possible the exact year when you acquired possession.

State if there are at present any mortgages or any other liens existing against the land. If your county taxes are not paid fully up to date, please pay them at once as it will be necessary to have all taxes paid before we can make payment to you of the purchase price of the land.

We suggest that the best way for you to handle this matter is to call at our office bring with you all the papers which you have relating to your title to the land.

Please do not delay action upon the various matters contained in this letter. We cannot take further steps to pay you the money due you until we hear from you further.

Yours very truly,

Asst. District Counsel.

CPH:T

El Paso, Texas,
May 29, 1919.

County Clerk,

El Paso, Texas.

Dear Sir:

Transmitted herewith for official record are three agreements to sell between the United States of America and the following named parties:

Pascual Provencio, dated March 15, 1919.

Josefa Urriaga, dated March 15, 1919, and

Guadalupe Holguin, March 15, 1919.

Yours very truly,

FRDent by CPH

District Counsel.

Enc 3.

POSSESSORY CERTIFICATE

Rio Grande Project,
El Paso, Texas, March 17, 1919.

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 Guadalupe Holguin in the west half of the west half of Section 20, township 32 south, range seven east, U.S.R.S. Survey, County of El Paso, State of Texas, 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,

CERTIFICATE

I HEREBY CERTIFY That the land described in agreement dated March 15, 1919, with Guadalupe Holguin is required for purposes authorized by the Act of June 17, 1902 (32 Stat., 388), namely, as right of way for the Franklin Drain, a part of the Rio Grande project; that the consideration to be paid thereunder, \$40.00, is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

L.M. LAWSON

Project Manager.

El Paso, Texas.

March 17, 1919.

POSSESSORY CERTIFICATE.

Rio Grande Project,
El Paso, Texas, March 15, 1919.

I, C. F. Harvey, Assistant District Counsel, United States Reclamation Service, certify that I have personally examined the land sought to be acquired by the United States from Guadalupe Holguin, in $W\frac{1}{2}$ of $W\frac{1}{2}$ sec. 20, T. 32 S., R. 7 E., United States Reclamation Service survey, El Paso County, Texas, 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.

C. F. HARVEY

Asst. District Counsel.

AFFIDAVIT AS TO POSSESSION.

State of Texas, County of El Paso:

Before me, the Undersigned authority, this day personally came and appeared Guadalupe Holguin, to me well known, and who, after being by me duly sworn, did depose and say:

That he has been in actual, adverse, continuous, and exclusive possession of certain land, to wit: 0.66 acre in W $\frac{1}{2}$ of W $\frac{1}{2}$ sec, 20, T: 32 S., R: 7 E., N.M.P.M., El Paso County, Texas, more particularly described in an agreement between himself and the United States of America dated March 15, 1919, for a period of five years immediately preceding and including the date of said agreement, and that no other person has during any of this period of time held adverse possession of said described land.

GUADALUPE HOLGUIN

Sworn to and subscribed before me, this 21st day of July, A. D. 1919.

GEO W HOADLEY

My com, exp. 6/1-21 Notary Public In and For County of El Paso, State of Texas.

AFFIDAVIT

State of Texas)
)
County of El Paso)

Before me, the undersigned authority, on this day came and appeared Agapito Jurado, to me well known, who being by me first duly sworn, deposed and said:

That he is the same party who joined in the execution of the deed dated December 29, 1914, running to Guadalupe Olguin, and also the deed dated February 2, 1915, running to Miguel Jurado; that at the time of the making of the said deeds his wife was dead, that he has been married only once, and that his children, and all of them, are Andres Jurado and Miguel Jurado whose wife is Maria Antonia A. de Jurado, sons; Magdalena Duran, deceased at the time of making of said deeds and who died intestate, whose husband is Perfecto Duran, Josefa J. de Urteaga, whose husband is Ramiro Urteaga, and Piedad J. de Cortez, whose husband was deceased at the time of making said deeds, daughters; that the only child by the marriage of the said deceased daughter, ~~of~~ Magdalena Duran, is Fermina D. de Cortez, whose husband is Hilario Cortez; and that Miguel Jurado Jr. is a son of the said Andres Jurado, the other children of the said Andres Jurado being Alcario Jurado, Martin Jurado and Rosa Jurado de Marques, whose

husband is Avelino Marquez.

Witnesses:

Guadalupe Olguin

C. H. Lowrey Agapito Jurado his X mark

Sworn to and subscribed before me this 10th day
of October A. D. 1919.

Geo. W. Hoadley
Notary Public in and for
El Paso County, Texas.

My commission expires
June 1 1921.

State of Texas)
)
County of El Paso)

Before me the undersigned authority, on this day came and appeared Guadalupe Olguin, to me well known, who being by me first duly sworn, deposed and said:

That he has read the foregoing affidavit by Agapito Jurado and that he has for 45 to 50 years been personally acquainted with the said Agapito Jurado and his family, and has for said period of time resided in the neighborhood of the said Agapito Jurado and that he knows

of his own personal knowledge that the facts set forth
in the foregoing affidavit are true and complete state-
ments of the matters therein sworn to.

Guadalupe Holguin

Sworn to and subscribed before me this 10th day
of October A. D. 1919.

Geo. W. Hoadley

Notary Public in and for
El Paso County, Texas.

My commission expires

June 1 1921

CFH:MEF

El Paso, Tex.
Sept. 9, 1919.

Mr. F. G. Candelaria
Ysleta, Tex.

Dear Sir:

If you have time to come into our office when you are in El Paso we would like to have you assist in getting up an affidavit in regard to the several parties who joined with Agapito Jurado in the deed running to Guadalupe Olguin. We understand that you assisted in the preparation of this deed and that the parties who signed it are the children or children by marriage of Agapito Jurado. At the time this deed was executed we understood that the wife of Agapito Jurado was dead and that the other parties signing the deed are all of the representatives of the estate of the deceased wife. Your affidavit to this effect would be sufficient for our purposes.

Thanking you for this and many other favors which you have rendered us, we are

Very truly yours,

C. F. HARVEY,

ASST. DISTRICT COUNSEL.

El Paso, Texas,
August 9, 1919.

Pioneer Abstract & Guarantee Title Co.,
First National Bank Bldg.,
El Paso, Texas.

Gentlemen:-

Transmitted, herewith, is an affidavit of possession made by Guadalupe Holguin and warranty deed running from this party to the United States. In this connection, see also our letter of July 21, 1919.

The deed running to the Government has not been recorded, and we wish to hold it off the records until you are ready to issue title certificate. At that time we will at once have the deed filed for record.

We trust that, with the showing now made, you will be able to issue the title certificate.

Very truly yours,

C. F. Harvey,

Asst. District Counsel

CFH:MEF

El Paso, Tex.
Oct. 11, 1919.

Pioneer Abstract and Guarantee Title Company,
El Paso, Tex.

Gentlemen:

In regard to the Guadalupe Olguin purchase, we are again returning the papers in this case, and in response to your request for an affidavit explaining the grantors in the Agapito Jurado deed have to advise that such an affidavit has been secured and same is inclosed herewith, together with a carbon copy for your files.

At about the time of the making of this deed Agapito Jurado, who is a very old Mexican and who has resided upon this land for nearly a hundred years, made one and possibly more than one other deed partitioning all of his property among some of his children and other parties. It is our opinion that this deed accounts for all possible interests. The only question which might arise would be as to a possible interest of the wife of Andres Jurado, who was a widower when he executed the deed. However this party is a son of Agapito Jurado and any interest which he would have in the latter's real estate would be that of a gift or expected inheritance. Therefore his interest would, under the Texas law be his separate property, and it was not necessary that his wife join in the deed. In any event we figure that a possible outstanding interest of Mrs. Andres Jurado, deceased, would not amount to more than \$2.00----with the Government now in possession of the land.

If you can issue title certificate, please send the deed running from Guadalupe Olguin to the United States for record with our letter of transmittal attached. We will also be glad to file the Agapito Jurado deed if you wish it recorded.

Very truly yours,



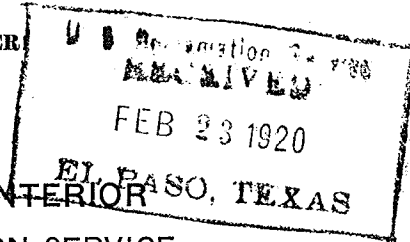
A sst. District Counsel

Enc.

AUDIT SLIP
DISBURSEMENT VOUCHER

7-470
(Oct., 1919)

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE



DENVER, COLO., Feb. 19, 1920

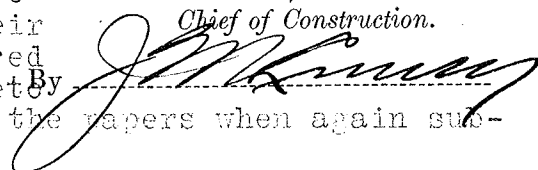
PROJECT MANAGER,
U. S. RECLAMATION SERVICE,
El Paso, Texas

Project voucher _____ is returned herewith for correction as noted. References given refer to paragraphs in the Manual.

1. Name of claimant does not agree with name in proposal or contract.
2. Account not properly itemized. (Par. 10, p. 175, vol. 2.)
3. Items _____ ordinarily not proper charges. (Par. 10, p. 175, vol. 2.)
4. Repairs or repair parts not shown as for Government property. (Par. 10, p. 175, vol. 2.)
5. Items _____ do not agree with terms of proposal or contract.
6. Discount not deducted as provided for in proposal or contract.
7. Quantities exceed amount provided for in proposal or contract. (Par. 48, p. 215, vol. 1.)
8. Names of employees to whom medical attention was given not stated.
9. Account not certified or approved.
10. Account not initialed as checked by different employees.
11. Method of or absence of advertising and form of agreement not stated or erroneous.
12. Date of formal contract omitted or incorrect.
13. Advertisement referred to does not accompany the account.
14. Advertisement not dated; final date for receiving bids not stated.
15. Proposal not dated or signed.
16. Acceptance not dated or signed and items accepted not specified.
17. Date of acceptance prior to final date for receiving bids.
18. Date of acceptance after date of delivery or service.
19. Abstract of bids not completed or signed.
20. Reason for rejecting lower bids not stated.
21. Services as listed in the account should be covered by contract.
22. Provisions of General Order No. _____ not complied with.

Voucher recently received in this office for payment, in favor of Guadalupe Holguin, was referred to the legal section for opinion. Their memorandum shows that a certificate is required as to taxes. The memorandum is attached hereto and it is requested that it be returned with the papers when again submitted to this office for payment.

F. E. WEYMOUTH,
Chief of Construction.

By 

El Paso, Texas, December 19, 1919.

Mr. Guadalupe Holguin,
Socorro, Texas.

Dear Sir:

Returned herewith is warranty deed dated December 29,
1914, running from Agapito Jurado et al. to yourself.

Very truly yours,

C F HARVEY

Asst. District Counsel.

incl.

El Paso, Texas, October 22, 1919.

Mr. Guadalupe Helguin,

Secorro, Texas.

Dear Sir:

Returned herewith is corporation deed from the Mayor of Socorro to Agapito Jurado, dated January 7, 1888.

The partition deed joined in by the members of the Agapito Jurado family, running to yourself and dated December 29, 1914, has been sent for official record in the county clerk's office, and will be returned to you as soon as that office have completed the recordation.

The title guarantee company has promised to issue title certificate in the near future, and as soon as this certificate issues the account will be vouchered and payment made of the amount due you.

Very truly yours,

C F HARVEY

Asst. District Counsel.

incl.

OCT 11 1919
El Paso, Texas, ~~July 21, 1919.~~

County Clerk for El Paso County,

El Paso, Texas.

Dear Sir:

Inclosed herewith for official record is warranty deed dated December 29, 1914, running from Agapito Jurado, et al., to Guadalupe Olguin. This deed to be delivered back to the Reclamation Service.

Very truly yours,

C F HARVEY

Assistant District Counsel.

incl.

the lien is fixed even as against a later owner exempted from taxation. *Prevost v. Greneaux* (19 How. 107); *Manly v. Gibson* (14 Ill. 136); *Sisters of the Poor v. New York* (112 N. Y. 677); *Colored Orphans Assn. v. New York* (104 N.Y. 581); *State v. Ewing* (11 Lee, Tenn. 172); *Independent School Dist. v. Newitt* (105 Ia. 663); *First Cong. Church v. Linn County* (70 Ia. 396); *Board of Home Missions* (91 Hun. N.Y. 642). Many authorities might be added. Where, however, as in this case, title passes pending taxing proceedings and prior to levy the land passes beyond the taxing power of the State and no lien attaches, or, so to speak, the taxing power of the State is arrested by acquisition of the property pending the proceedings, and the United States takes a title free from any incumbrance for the reason that the lien failed to become complete and perfected prior to acquisition of the title by an exempt person--the United States.

"Very respectfully, R. A. BALLINGER, Secretary."

The Departmental decision referred to in the above case is, in full, as follows:

"Department of the Interior, Washington, April 25, 1910.

"D-11479 F.W.C. John M. Simmons.

"The Director of the Reclamation Service.

"Sir:

"March 24, 1910, you advised the Department that December 1, 1909, contract was made by the Reclamation Service with John M. Simmons to convey to the United States certain lands for right of way of a canal in Payette-Boise Project, deed to which was not executed and recorded until January 19, 1910; that under the Idaho law a tax becomes a lien the second Monday of January of each year, but the rate to be levied is not determined until the second Monday of September following and the tax is not payable until November. The consideration to be paid is \$300, and the questions that arise are whether the tax of 1910 under the foregoing facts are a lien upon the land so that the consideration for the conveyance can not be paid until that lien is discharged.

"It is a principle established beyond further question that property of the United States by virtue of a sovereign right is not subject to taxation by State authority. *Van Brocklin v. Tennessee* (117 U.S. 151). The exemption from taxation, however, in favor of the United States can not be claimed where the property is acquired cum onere or under the burden of a tax lawfully imposed. The general rule is that a tax is not a burden upon particular property or technically a lien until the taxing proceedings are complete. As between individual owners the statute may create a lien for any year from a date before initiation of the tax proceedings. This is usually at the beginning of a fiscal year of the jurisdiction imposing the tax. Such lien, however, is merely inchoate, and if property is acquired while the proceedings are in fieri by one exempt from taxation, the taxing proceedings is arrested, and a tax, though subsequently levied, is not a lien effectual against the title, though it may be such against the person who was owner at the beginning of the taxing year. *Black Tax Titles*, Sec. 43; *Heine v. Commissioners* (19 Wall. 659); *Greencough v. Coal Company* (74 Pa. State, 486-500); *Bannon v. Burns* (39 Fed. 892-898).

"It was held in *Sherwin v. Wigglesworth* (129 Mass. 64) that where the United States acquired real estate for a post-office site by proceedings of eminent domain, the land was not chargeable with tax imposed during the pendency of proceedings of eminent domain, although the title did not pass to the United States until the condemnation was complete and the money actually paid.

"This is not contrary to the rule established in many States that where land becomes property of an owner exempt from tax, it is not released from the burden of a tax which has finally been assessed prior to acquisition of title.

If the taxing proceedings are complete before title passes

property, and to prevent a threatened prosecution against themselves for not rendering their property. The matter arose from a dispute as to the true boundaries between the two counties. The petition sought the injunction, among other reasons, to prevent the casting of a cloud upon the title to the land, and it appears that appellants had not rendered their property to the assessor and that he had not abstracted same in his county records. Injunction was denied for several reasons stated by the Court, among which appears the following:

"If the lands of the appellants be put on the assessor's list, either on a rendition made by them or by the assessor without this, that fact alone would neither make the appellants liable to pay the taxes nor give a lien on the property. Before a list made by an assessor can be looked to in any way to fix the liability on the tax payer or his property, the list must be approved by the county commissioners court sitting as a board of equalization."

That the Secretary of the Interior, under date of April 25, 1910, in a Departmental decision (D-11479), has held--

"Such (tax) lien, however, is merely inchoate, and if property is acquired while the proceedings are in fieri by one exempt (as the United States) from taxation, the taxing proceedings are arrested, and a tax, though subsequently levied, is not a lien effectual against the title, though it may be such against the person who was owner at the beginning of the taxing year. . . the land passes beyond the taxing power of the State and no lien attaches, or, so to speak, the taxing power of the State is arrested by acquisition of the property pending the proceedings, and the United States takes a title free from any incumbrance for the reason that the lien failed to become complete and perfected prior to the acquisition of the title by an exempt person--the United States."

And that it is my opinion that the deed of August 7, 1919, running from the Government grantor in this case, Guadalupe Holguin, conveyed title to the United States free of any lien for taxes.

F. J. DENN

District Counsel.

El Paso, Texas,
February 24, 1920.

El Paso, Texas, February 24, 1920.

From Project Manager

To Chief of Construction, Denver.

Subject: Purchase of 0.66 acre of land from Guadalupe Holguin under contract of purchase dated March 15, 1919 - Rio Grande project.

1. Receipt is acknowledged of Audit Slip dated February 19, 1920, together with papers in the above entitled land purchase and opinion by Assistant District Counsel Buck.

2. A certificate dated of even date herewith has been secured from the District Counsel and is attached to the papers in this case, relating to the matter of taxes, and all papers are herewith returned.

incls.

L M LAWSON

Cert. by D. C.
Memo. by Asst. D.C. Buck.
Orig. voucher and 3 copies.
Orig. contract.
Copies letters Apr. 11-18 and
June 26-18 from C.C.
Possessory affidavit.
Possessory certificate.
Orig. and 1 copy war. deed.
2 blueprints.
Title guaranty (which incls.
tax statement).

Copy to Dr. *with copy of D.C. certificate*
D. C. El Paso.

*See P/w
file for Mr.
Perry's letter
re: this
report, etc*

THIS IS TO CERTIFY AS FOLLOWS:

With reference to purchase of 0.66 acre of land from Guadalupe Holguin under contract dated March 15, 1919, Rio Grande project; to Audit Slip dated February 19, 1920, to Project Manager, and to Memorandum dated February 18, 1920, from Assistant District Counsel Buck; and other papers relating to the above described land purchase, including title guaranty and tax statement embodied therein:

That the law and the facts in this case have been investigated.

That, generally, the tax certificate in the title guaranty will take the place of the certificate as to taxes formerly rendered by this office, the showing therein being the better evidence.

That, as to the matter of taxes in this particular case, the facts are as follows: Deed transferring title to the United States is dated August 7, 1919; and that the tax rolls were, according to information derived by personal inspection of the county records, turned over to the tax collector---approved---by the commissioners sitting as the board of equalization, under date of September 25, or some time subsequent to the date when title passed to the Government; paragraph 3 of Mr. Buck's memorandum being substantially a correct statement of the Texas law (except as to time when taxes are delinquent, which is February 1, and not January 1).

That the law in the case is as follows: Art. 7582 Sayles' Tex. Civ. Stats. 1914, provides that "After the board of equalization shall have examined the rolls . . . the assessor shall send one copy of each . . . to the collector of his county," etc. Under this article Chisholm v. Adams (71 Tex. 678; 10 S.W. 336) is cited, to the effect that--

"An assessment roll does not fix any liability on the tax payer or his property until the list has been approved by the board of equalization."

The above cited case is a suit brought by plaintiffs, citizens of one county, to enjoin the defendant, the tax assessor of another county from assessing the property of the plaintiff and otherwise performing his functions as assessor within the territory wherein the lands of the plaintiff's were located, and claimed to be within the county for which the defendant assessor was acting. Appellants sought to restrain the assessor from listing the

Fees \$ NTS

EL PASO, TEXAS, 10-21 19 9

RECEIVED for record the following Instrument:

No. made et al to Guadalupe Delgum Viz. 1580

W. D. GREER,
Clerk of the County Court, El Paso County, Texas

By August H. DeS. Sines
Deputy

RETURN THIS RECEIPT

15-3/4 A. Luciana Grant,
Filed 2:30 P.M.

Fees \$ 75

EL PASO, TEXAS, 10/21/19

RECEIVED for record the following Instrument:

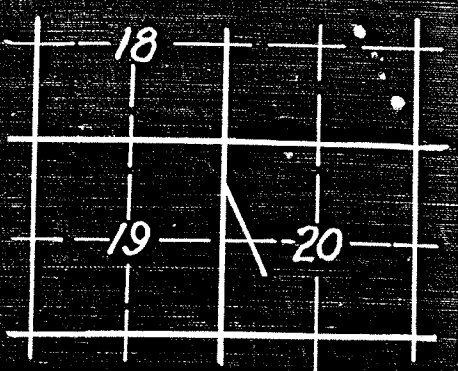
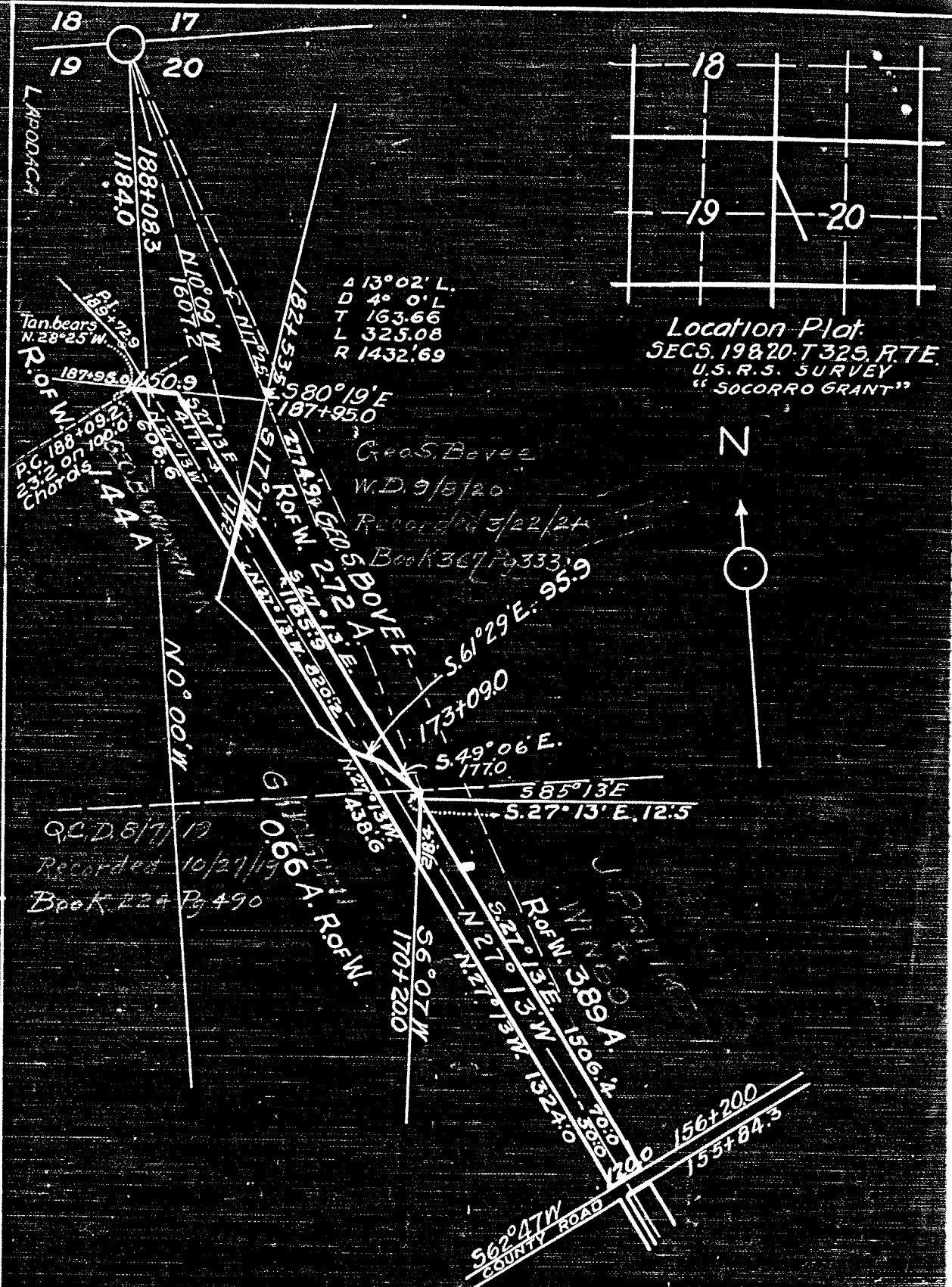
No. Guadalupe Olgun to M. S. A. 2022 15801

W. D. GREET,
Clerk of the County Court, El Paso County, Texas

By [Signature]
Deputy

RETURN THIS RECEIPT

15³⁴ A. Green Waco
2 30 P.M.



Location Plot
 SECS. 19 & 20, T. 32 S., R. 7 E.
 U.S. R.S. SURVEY
 "SOCORRO GRANT"



Δ 13° 02' L.
 D 4° 0' L.
 T 163.66
 L 325.08
 R 1432.69

Geo. S. Bovee
 W.D. 9/8/20
 Recorded 3/22/24
 Book 367 Pg 333.9

Tan. bears
 N 28°25' W

P.C. 188+09.2
 Chords

Q.C.D. 8/7/19
 Recorded 10/27/19
 Book 224 Pg 490

No. 7
 Scale 1" = 500'
 DEPARTMENT OF THE INTERIOR
 UNITED STATES RECLAMATION SERVICE
 RIO GRANDE PROJECT, NM-TEX
 EL PASO VALLEY DRAINAGE
 FRANKLIN DRAIN
 RIGHT OF WAY.

EL PASO, NOV 1918