

780

ALVILLAR, ANTONIO, et. al.

WARRANTY DEED

JUAN DE HERRERA LATERAL

0023-00 44 - 0037 - 00

RIO GRANDE

7-(37) Texas

781

104

1918

X

THE STATE OF TEXAS |  
County of El Paso |

KNOW ALL MEN BY THESE PRESENTS: That we, Antonio Albillar, Bersabe Alvillar Goodman joined by her husband, I.M. Goodman, Manuela Alvillar, a feme sole, Elena Albillar Rosales joined by her husband, Felipe Rosales, and I.M. Goodman, Executor of the Estate of Pedro Alvillar, of the County of El Paso, State of Texas, in considera-

tion of the sum of TWO HUNDRED THIRTY AND NO/100 DOLLARS (\$230.00), 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), the receipt of which is hereby acknowledged, have granted, sold and conveyed, and by these presents do grant, sell and convey unto the said United States of America, its successors and assigns, 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 in the southeast quarter of section twenty-two (22) and the northeast quarter of the northeast quarter of section twenty-seven, township thirty-one (31) south, range six (6) east, United States Reclamation Service survey, said tract of land being also in the Ysleta Grant and lying within the right of way for the Juan d'Herrera lateral system of the Rio Grande project and being that portion of the said right of way for Juan d'Herrera lateral system to the north of the north boundary line of the old Pena Community Ditch, said Pena Community Ditch being the property of the United States and also occupying a portion of the said right of way for the Juan d'Herrera lateral, which said right of way is described as follows: A tract of land sixty (60) feet wide, lying thirty (30) feet on each side of a center line described, as follows: Beginning at Station 132+87 of said center line, a point on the property line between land of Vendor and J. Smith, said property line bearing North  $25^{\circ}34'15''$  East from which point the Southeast corner of Section twenty-two (22), Township thirty-one (31) South, Range six (6) East, lies south nine hundred forty-eight and three-tenths (948.3) feet, and East one thousand five hundred seventy-five and five-tenths (1575.5) feet; thence South  $76^{\circ}05'45''$  East one hundred sixty-eight and nine-tenths (168.9) feet; thence to the right along the arc of a curve tangent to the last course and having a radius of one thousand four hundred thirty-two and sixty-nine hundredths (1432.69) feet, a distance of five hundred forty-seven and three-tenths (547.3) feet; thence South  $54^{\circ}12'15''$  East one hundred fifteen and two-tenths (115.2) feet; thence to the right along the arc of a curve tangent to the last course and having a radius of eight hundred nineteen and two-hundredths (819.02) feet a distance of four hundred sixty-four and six-tenths (464.6) feet; thence South  $21^{\circ}40'45''$  East two hundred sixty-seven and two-tenths (267.2) feet to south line of Section 22; thence South  $21^{\circ}40'45''$  East two hundred forty-one and eight-tenths (241.8) feet; thence to the left along the arc of a curve tangent to last course and having a radius of eight hundred nineteen and two-hundredths (819.02) feet, a distance of two hundred twenty-five and eight-tenths (225.8) feet; thence South  $37^{\circ}29'$  East sixteen and eight-tenths (16.8) feet to Station 153+34.6 of said center line, a point on the property line between land of A. Dominiquez and P.N. Benson from which point the Northeast corner of Section twenty-seven (27), Township thirty-one (31) South, Range six (6) East lies North four hundred thirty-two and one-tenth (432.1) feet and East two hundred thirty-three (233) feet, said property line bearing North  $23^{\circ}50'$  East twelve and four-tenths (12.4) feet to a concrete post; thence North  $38^{\circ}50'$  East twenty-nine (29) feet to concrete post on property line between land of Vendor and O.N. Kuster; said tract of land containing two and eight-hundredths (2.08) acres, more or less, of which ninety-three hundredths (.93) of an acre is occupied by the said Pena Ditch, and the remaining one and fifteen-hundredths (1.15) acres being the land which is hereby conveyed;

All curves in the land description being based on 100-foot chords.

THE STATE OF TEXAS :  
:  
COUNTY OF EL PASO :

Before me, the undersigned authority, on this day personally appeared G. W. Huffman, O. O. Smith and Viterbo Pedregon, known to me to be credible witnesses, and who being by me duly sworn deposed and stated upon oath that they have lived in the town of Ysleta, or the vicinity thereof for 28 years, 36 years, and 40 years, respectively; and that they were acquainted with Jose Pedro Alvillar, sometimes spelled Albillar, during his lifetime, for 26 years, 30 years and 35 years respectively; that they have been acquainted with a certain eleven-acre tract of land in or near the town of Ysleta, Texas, and described as follows, to-wit:

Beginning at a stake set in the center of a road on E. bank of acequia Labor Rio Viejo about  $1\frac{1}{2}$  miles N.W. of Catholic Church and also on the S.W. corner of land of T. Provincio, thence with said acequia as follows: N.  $40\frac{1}{4}^\circ$  W. 40 vrs. N.  $25^\circ$  W. 132 vrs. N.  $27\frac{1}{4}^\circ$  W.  $103\frac{1}{2}$  vrs. N.  $28^\circ$  W.  $86\text{-}7/10$  vrs. N.  $53^\circ$  W. 144 vrs. N.  $68^\circ$  W.  $85\text{-}6/10$  vrs. N.  $75\frac{1}{2}$  W. 72 vrs. N.  $67\frac{1}{4}^\circ$  W. 72 vrs. to a stake on said acequia and S.W. corner of Rosalio Madina N.  $34^\circ$  E.  $26\text{-}6/10$  vrs. to an alamo on bank of old river marked  $\equiv$ . Thence S.  $87\frac{3}{4}^\circ$  E. 47 vrs. with bank of old river, thence N.  $69\frac{1}{4}^\circ$  E. 90 vrs. with old river bank to an alamo, thence S.  $51\frac{1}{2}^\circ$  E.  $524\text{-}8/10$  vrs. with the line of T. Provincio to a stake in center of aforesaid road, thence S.  $15^\circ$  W. 219 vrs. to the beginning,

for 20 years, 30 years and 35 years respectively, having lived in the vicinity of said land for 26 years, 30 years, and 35 years respectively. That they know that said Jose Pedro Alvillar claimed to be the owner of said land during his lifetime, and that he had the undisputed possession of the same, and cultivated, used and enjoyed the same for a period of 20 years, and during all of said time cultivated said land each year, either by himself or by his tenants, and raised crops of various kinds upon the same. That his right to said land is generally recognized in the town of Ysleta, Texas, and that they have never heard of his title to the same being disputed by anyone; that his possession during all of said years was continuous, open and visible, as aforesaid, that is, by cultivating the same from year to year, either by himself or his tenants; and that he was claiming the same as his own property during all of said time and as against all others; and cultivated, used and enjoyed the same for the length of time as aforesaid.

G. W. Huffman

O. O. Smith

Viterbo Pedregon

Subscribed and sworn to before me this 10th day of November, A.D. 1918.

Chas. B. Stevens.  
Notary Public, El Paso County,  
Texas.

(SEAL)

THE STATE OF TEXAS :  
:  
COUNTY OF EL PASO :

Before me, the undersigned authority, on this day personally appeared G. W. Huffman, O. O. Smith and Verterbo Pedregon, all known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein express.

Given under my hand and seal of office, this 10th day of November, 1918.

Chas. B. Stevens,  
Notary Public, El Paso County, Texas.

This is to certify that the above is a true and correct copy of the instrument which it purports to be.

C. F. Harvey  
Asst. Dist  
Counsel

THE STATE OF TEXAS, |  
County of El Paso. |

a single man KNOW ALL MEN BY THESE PRESENTS: That I, Jesus Albillar, of the County of El Paso, State of Texas, for and in consideration of the sum of One and no/100 Dollars (\$1.00) to me in hand paid by the United States of America, in pursuance of the provisions of the Act of June 17, 1902 (32 Stat. 388), the receipt whereof is hereby acknowledged, do by these presents bargain, sell, release and forever quit-claim unto the said the United States of America and its assigns all my right, title and interest in and unto that tract or parcel of land lying in the County of El Paso, and State of Texas, described as follows, to-wit:

A tract of land in the southeast quarter of section twenty-two (22) and the northeast quarter of the northeast quarter of section twenty-seven township thirty-one (31) south, range six (6) east, United States Reclamation Service survey, said tract of land being also in the Ysleta Grant and lying within the right of way for the Juan d'Herrera lateral system of the Rio Grande project and being that portion of the said right of way for Juan d'Herrera lateral system to the north of the north boundary line of the old Pena Community Ditch, said Pena Community Ditch being the property of the United States and also occupying a portion of the said right of way for the Juan d'Herrera lateral, which said right of way is described as follows: A tract of land sixty (60) feet wide, lying thirty (30) feet on each side of a center line described as follows: Beginning at Station 132+87 of said center line, a point on the property line between land of Vendor and J. Smith, said property line bearing North 25° 34' 15" from which point the southeast corner of Section twenty-two (22), Township thirty-one (31) South, Range six (6) East, lies South nine hundred forty-eight and three-tenths (948.3) feet and east one thousand five hundred seventy-five and five-tenths (1575.5) feet; thence South 76° 05' 45" East one hundred sixty-eight and nine-tenths (168.9) feet; thence to the right along the arc of a curve tangent to the last course and having a radius of one thousand four hundred thirty-two and sixty-nine hundredths (1432.69) feet, a distance of five hundred forty-seven and three-tenths (547.3) feet; thence South 54° 12' 15" East one hundred fifteen and two-tenths (115.2) feet; thence to the right along the arc of a curve tangent to the last course and having a radius of eight hundred nineteen and two-hundredths (819.02) feet a distance of four hundred sixty-four and six tenths (464.6) feet; thence South 21° 40' 45" East two hundred sixty-seven and two-tenths (267.2) feet to south line of Section 22; thence South 21° 40' 45" East two hundred forty-one and eight-tenths (241.8) feet; thence to the left along the arc of a curve tangent to last course and having a radius of eight hundred nineteen and two-hundredths (819.02) feet, a distance of two hundred twenty-five and eight-tenths (225.8) feet; thence South 37° 29' East sixteen and eight-tenths (16.8) feet to Station 153+34.6 of said center line, a point on the property line between land of A. Dominquez and P. N. Benson from which point the Northeast corner of Section twenty-seven (27) Township thirty-one (31) South, Range six (6) East lies North four hundred thirty-two and one-tenth (432.1) feet and East two hundred thirty-three (233) feet, said property line bearing North 23° 50" East twelve and four-tenths (12.4) feet to a concrete post; thence North 38° 50" East twenty-nine (29) feet to a concrete post on property line between land of Vendor and O. N. Kuster; said tract of land containing two and eight-hundredths (2.08) acres, more or less, of which ninety-three hundredths (.93) of an acre is occupied by the said Pena Ditch, and the remainder, one and fifteen-hundredths (1.15) acres being the land which is hereby conveyed;

All curves in the land description being based on 100-foot chords.

~~THE STATE OF TEXAS,~~  
COUNTY OF EL PASO,

Know all Men by these Presents:

THAT \_\_\_\_\_  
\_\_\_\_\_ of the County of \_\_\_\_\_, State \_\_\_\_\_ for and in consideration of the sum of \_\_\_\_\_ DOLLARS,  
to \_\_\_\_\_ in hand paid by \_\_\_\_\_  
of the County of \_\_\_\_\_, and \_\_\_\_\_ of \_\_\_\_\_, the receipt whereof is hereby acknowledged, do by these presents Bargain, Sell, Release and Forever Quit-Claim unto the said \_\_\_\_\_ heirs and assigns all \_\_\_\_\_ right, title and interest in and unto that tract or parcel of land lying in the County of \_\_\_\_\_, and \_\_\_\_\_ of \_\_\_\_\_, described as follows, to-wit:

TO HAVE AND TO HOLD all \_\_\_\_\_ my \_\_\_\_\_ right, title, interest, estate and claim 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 \_\_\_\_\_ the United States of America and its \_\_\_\_\_

heirs and assigns forever.

WITNESS \_\_\_\_\_ my \_\_\_\_\_ hand \_\_\_\_\_ this the 10<sup>th</sup> day of September, A. D. 1918

Witnesses at Request of Grantor  
J. Goodman  
A. J. Ralston (2)

Jesus Albilla  
his x mark

QUIT-CLAIM DEED

SINGLE AND WIFE'S SEPARATE  
ACKNOWLEDGMENTS

to

Filed for record, this

day of \_\_\_\_\_ 191\_\_\_\_, at

o'clock and \_\_\_\_\_ minutes \_\_\_\_\_ M.

Clerk.

Deputy.

El Paso

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

Before me, J. A. Foid J.P. & Co-officer Notary Public in and for  
El Paso County, Texas, on this day personally appeared

Jesus Albillar

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 16th day of Sept, A. D. 1918  
(Seal) J. A. Foid J.P. & Co-officer Notary Public

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. 19 \_\_\_\_\_

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

Court of said County, do hereby certify that the above instrument was filed for record on the \_\_\_\_\_ day of \_\_\_\_\_, A. D. 19\_\_\_\_ with its certificate of recording in \_\_\_\_\_ office this \_\_\_\_\_ day of \_\_\_\_\_ and duly recorded the \_\_\_\_\_ day of \_\_\_\_\_ in the records of said County, in Volume \_\_\_\_\_

year last above written

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

KNOW ALL MEN BY THESE PRESENTS:

of the County of El Paso, State of Texas, in consideration of the sum of

DOLLARS,

to in hand paid by

ha Granted, Sold and Conveyed, and by these presents do *the receipt of which is hereby acknowledged* Grant, Sell and Convey unto the said

of the County of and of , 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:

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 and its**

~~heirs and assigns forever; and we~~ do hereby bind **ourselves, our** heirs, executors and administrators, to Warrant and forever Defend, all and singular, the said premises unto the said **the United States of America and its**

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

WITNESS our hand at El Paso, Texas, this 7th day of

October A. D. 1918.

Witnesses at Request of Grantor  
Witnesses to mark: Chas B. Stevens Cathel---Hicks

Antonio Albillar  
Manuela Alvillar her x mark.  
Elena Albillar Rosales  
Felipe Rosales  
Bersabe Alvillar Goodman  
I M Goodman

In my individual capacity and as Executor of Estate of Pedro Alvillar.



THE STATE OF TEXAS, }

COUNTY OF EL PASO.

BEFORE ME, Chas B Stevens

A Notary Public

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

Antonio Albillar, Manuela Albillar, a feme sole, Felipe Rosales, & I.

M. Goodman,

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

Given under my hand and seal of office this 7th day of October A. D. 1918

CHAS B STEVENS

Notary Public.

THE STATE OF TEXAS, }

COUNTY OF EL PASO.

BEFORE ME, Chas B Stevens

A Notary Public

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

Bersabe ~~Rosales~~ Alvillar Goodman wife of I M Goodman

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 Bersabe Alvillar Goodman

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 7th day of October A. D. 1918

CHAS B STEVENS

Notary Public.

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 7 day of Oct A. D. 1918 with its certificate of authentication, was filed for record in my

office this 25 day of Jan A. D. 1919, at 1:15 o'clock A. M. and duly recorded

the 28 day of Jan, A. D. 1919 at 3:52 o'clock P. M. in the records of

said County, in Volume 322 on pages 243

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 J. M. Woodard Deputy

WARRANTY DEED

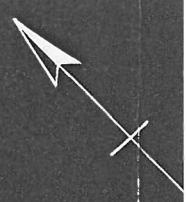
Single and Wife's Separate Acknowledgment

Filed for record 191

at o'clock M.

Clerk, County Court, El Paso County, Tex.

By Deputy.



STA. 132+87.0"  
109.7' N. 25° 34' 15" E  
S. 948' FT. & E. 1575' FT. TO  
S.E. COR. SEC 22, T. 31 S. R. 6 E.

PEDRO ALVILLAR

NEW R/W  
OLD R/W

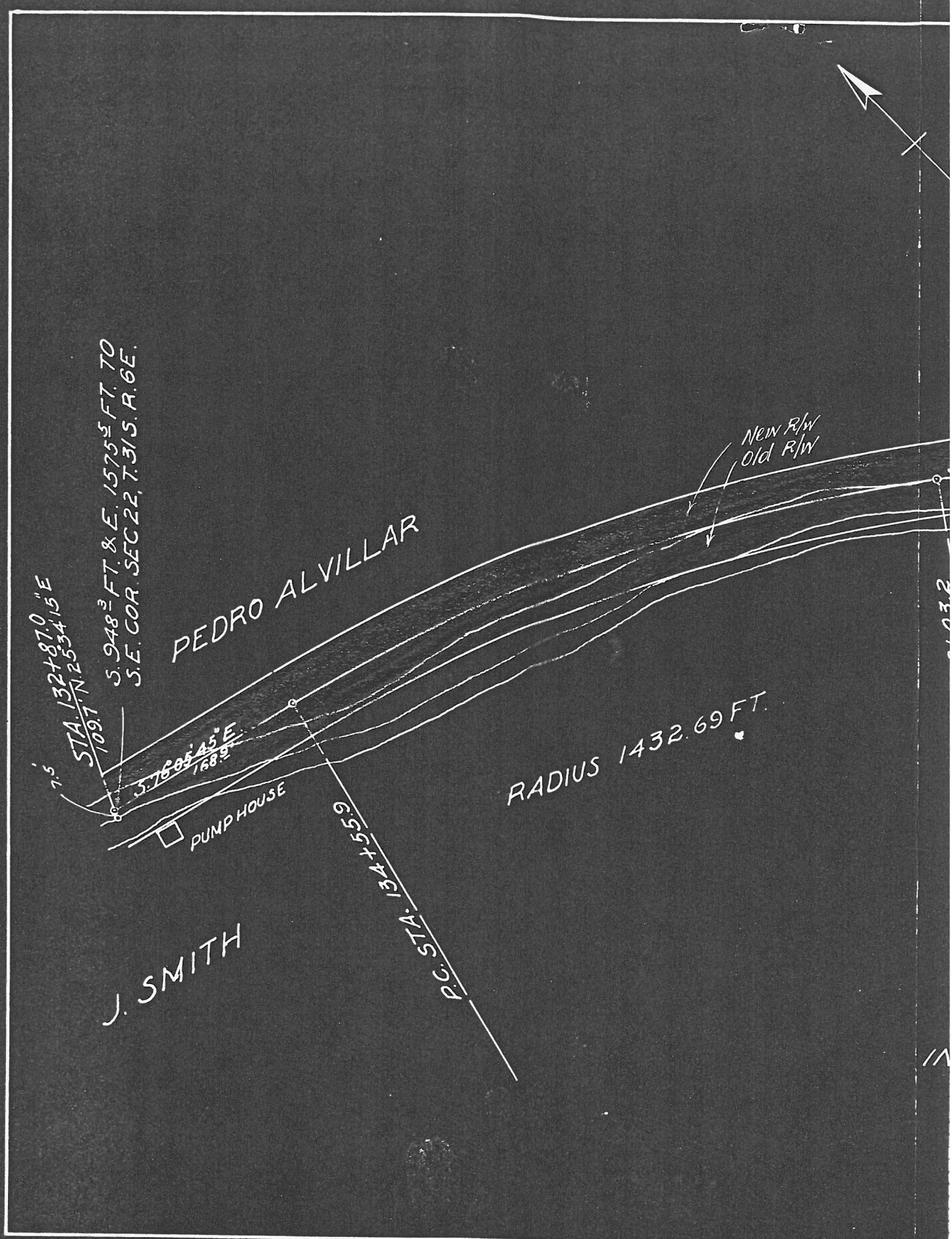
S. 76° 05' 45" E  
168.9'

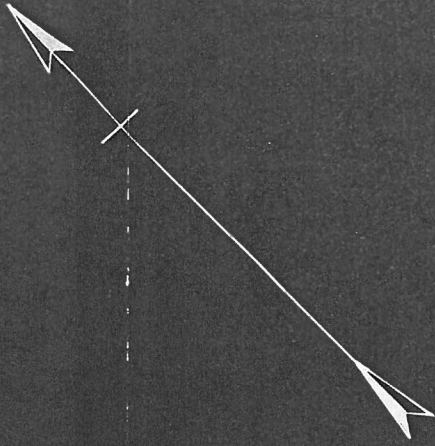
PUMP HOUSE

RADIUS 1432.69 FT.

J. SMITH

P.C. STA. 134+55.9'





New R/W  
Old R/W

S. 54° 12' 15" E.  
115.2'

P.T. STA. 140+03.2

P.C. STA. 141+18.4

P.T. STA. 145+83

RADIUS 819.02 FT.

DIUS 1432.69 FT.

RIGHT OF WAY  
THROUGH PROPERTY OF  
PEDRO ALVILLAR  
1.15 A. NEW, 93 A. OLD, TOTAL 2.08 A.  
IN THE SE.  $\frac{1}{4}$  SEC. 22 AND NE.  $\frac{1}{4}$  NE.  $\frac{1}{4}$  SEC. 27, T. 31 S. R. 6

PEDRO ALVILLAR

S. 27° 40' 45" E  
267.2'

N. 89° 58' 30" E

J. SMITH

22 23  
27 26

CONCRETE POST

P.C. STA. 150+92.0

N. 1800' E  
N. 432' 8" E 233 TO N.E. COR. 153+34.6  
FROM STA. 153+34.6  
R. 6E  
SEC. 27, T. 31 S., R. 6 E

P.T. STA. 153+17.8

CONCRETE POST  
O.N. KUSTER

STA. 150+87.4

A. DOMINGUEZ

S 37° 29' E 168'

STA. 153+34.6  
N. 12° 15' 14"  
P.N. BENSON

R. 6E.

SCALE 1"=100'

DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE  
RIOGRANDE PROJ. N.M.-TEX.  
JUAN D'HERRERA LATERAL  
RIGHT OF WAY

Drawn A.O.D. Recommended  
Checked Approved

897 L6 EL PASO TEX. OCT. 17

Memorandum in reference to final examination of extension of abstract of title.

Attention is directed to entries Nos. 36 and 37 of the abstract.

Both of these instruments were filed prior to date of filing of warranty deed running to the United States. They were filed, however, after date of filing of the preliminary agreement to sell to the United States, and after the United States took actual possession under the terms of the agreement to sell and constructed the Juan d' Herrera lateral. (Agreement to sell is dated Dec. 1, 1917, and was filed for record Jan 28, 1918, and United States had possession and had finished construction by middle of February, 1918; and muniments abstracted as Nos. 36 and 37 were filed for record on Jan. 24, 1919, and Jan. 10, 1919, respectively.)

In reference to the tax certificate showing \$11.71 taxes due, this amount has been paid by the Reclamation Service and deduction made therefor. Tax receipt is transmitted herewith with other papers.

C F HARVEY

Clerk.

El Paso, Texas,  
March 4, 1919.

CFH:T

El Paso, Texas,

February 6, 1919.

Pioneer Abstract Company,

El Paso, Texas.

Gentlemen:

Transmitted herewith is abstract of title No. 14822 to the Alvillar land, which we ask that you kindly certify up to date.

Yours very truly,

P. W. DENT

By C. F. Harvey

District Counsel.

Enc 1.

PWD:T

El Paso, Texas,  
Jan. 24, 1919.

County Clerk,  
El Paso, Texas.

Dear Sir:

Transmitted herewith for official record is warranty deed,  
dated October 7, 1918, running from Antonio Alvillar et al.  
to the United States of America.

Yours very truly,

P.W.DENT

Enc 1.

District Counsel.

Contract dated Dec. 1, 1917

Juan d' Herrera

Consideration \$230.00

Denver, Colorado, January 21, 1919.

District Counsel Edwin H. Peery,

District Counsel P. W. Dent, El Paso, Texas.

Opinion on title to land to be purchased from Antonio Alvillar for the Juan d'Herrera Lateral System of Rio Grande project, N.M.-Tex.

1. I have had returned to me by letter of Mr. C. F. Harvey of January 4, 1919, the abstract and papers relative to the proposed purchase of certain parcels of land lying within a strip containing 2.08 acres, of which .93 of an acre is occupied by the Pena Ditch, the property of the United States, the said strip being a portion of, or lying partly within, a tract of 11 acres described in deed recorded in Book 318, page 78 of the El Paso County Records (Abstract No. 20). The abstract covers this 11-acre tract. The United States is proceeding to acquire portions of this strip of land lying within said 11-acre tract in pursuance of an agreement dated December 1, 1917, by Antonio Alvillar, Bersabe Alvillar Goodman, I. M. Goodman, her husband, Manuela Alvillar, a feme sole, Elena Alvillar Rosales and Felipe Rosales, her husband, to convey the same to the United States for a consideration of \$230.
2. On August 14, and December 21, 1918, I submitted preliminary opinions on this title pointing out certain defects to be remedied. The papers have now been returned with a sufficient showing of the title in accordance with the request contained in said opinions, and this may be considered as a substitute for both of my former opinions on the title.
3. Among other things it was requested that the blue print to accompany the papers should show an outline of the tract covered by the abstract in its relation to the property to be purchased. The blue print now shows the tract of land covered by the abstract, in which it appears that certain portions of the land proposed to be purchased lies outside the lines of said tract. This, however, is not important as the line adjacent to the old canal or ditch was run as a meander line thereof and slight variations in this respect are to be expected. The purchase is described as lying North of the North boundary line of the old Pena Community Ditch which was meandered in the description referred to.
4. The title to the land abstracted originated in Hilario Alvillar. No deed is shown from the Ysleta Grant in which territory the land is situated, but there is submitted now with the papers an affidavit by G. W. Huffman, O. O. Smith and Verterbo Pedregon showing that Pedro Alvillar, under whom the vendors claim, held possession of the land for a period of twenty years ending with his death, which occurred October 27, 1917, during which time he claimed the land as his own cultivating it by himself or thru tenants. This showing in connection



with the general deed by the county commissioners of El Paso County, Texas, quit claiming to the United States the interests of the several grants in the county for reclamation purposes where no grant deed appears of record, and upon showing of adverse possession in the vendor for the statutory period of limitations, is sufficient to divest the interest of the grant in the premises.

5. The showing now made by affidavits of Mrs. Bersabe Alvillar Goodman and A. Schildknecht is sufficient to enable me to render a definite opinion upon the title. It appears that Hilario Alvillar, the original owner, was twice married. His first wife, Guadalupe Jacquez, died at the time of the birth of their only child, Pedro Alvillar. He married secondly to one Rita, by whom he had two sons, Santiago and Jesus.

6. Hilario Alvillar died leaving him surviving his said wife Rita and his three sons, - Pedro, Santiago and Jesus, to whom the title descended. Rita Alvillar died in 1890 and her interest vested in her two children, Santiago and Jesus.

7. Santiago died in 1914, leaving neither wife nor descendants and his interest thereupon became the property of his half-brother, Pedro, and his full brother, Jesus. The latter has quit claimed his interest to the United States.

8. Pedro, the remaining child of Hilario Alvillar, died October 27, 1917, leaving a will devising the property in question to his children, the vendors. He left surviving him his wife, who it is stated had not lived with him for twenty-eight years prior to his death. As the property was the separate property of the husband she acquired no vested estate therein.

9. Showing has been made by the affidavit of Mr. A. Schildknecht that there are no claims against the estate of Jose Pedro Alvillar, deceased, referred to herein as Pedro Alvillar, deceased.

10. A copy of a deed is submitted with the papers executed by the vendors, joined by the husbands of those that are married, and by I. M. Goodman, in his capacity as executor of the estate of Pedro Alvillar, conveying to the United States the property described in the agreement of sale.

11. Upon examination of the papers as now submitted, including the abstract, I am of opinion and find that on February 19, 1918, date when the abstract closed, good title to the premises proposed to be conveyed was vested in the vendors free of encumbrance except and subject as follows:

(a) The interest of Jesus Alvillar, who has since conveyed his interest to the United States;

(b) A showing that taxes for the year 1918 have been paid.

12. After showing that taxes for the year 1918 have been paid, the agreement of sale may be carried out by accepting the deed above referred to executed by the vendors and by placing the same of record, after which the abstract should be extended to include all proceedings affecting the title up to and including such record; provided no changes have occurred in the condition of the title adversely affecting the interest of the vendors, or encumbrances incurred which have not been removed since the date when the abstract closed.

13. After title has vested in the United States, as above indicated, free of encumbrance, the consideration named in the agreement of sale may be paid in due course, the Fiscal Agent transmitting with his voucher the papers prescribed by the Reclamation Manual in the case of land purchases. This opinion may be transmitted in that connection without the two prior opinions referred to herein.

- - -

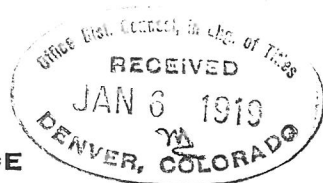
CC-Chief Counsel, Wash. D. C.

Edwin H. Peery.

Encs:

1. Letter of Mr. C. F. Harvey of Jan. 4, 1919.
2. Deed of Jesus Alvillar.
3. Copy of deed by Antonio Alvillar, et al.
4. 2 affidavits of Bersabe Alvillar Goodman.
5. Certificate by C. F. Harvey.
6. Affidavit of A. Schildknecht.
7. Copy of affidavit of C. W. Huffman and others.
8. Blue print.
9. Abstract of Pioneer Abstract Co. No. 14822.

DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE



Office of  
District Counsel

El Paso, Texas,  
Jan. 4, 1919.

From: Assistant District Counsel.  
To: Edwin H. Peery, District Counsel, Denver, Colo.,  
Subject: Title to land to be purchased from Antonio Alvillar et al. for the Rio Grande Project, New Mexico-Texas.

1. Receipt is acknowledged of your supplemental opinion dated December 21, 1918.

2. In addition to the papers formerly submitted, there are enclosed an affidavit by Bersabe Alvillar Goodman showing the dates of the death of several parties; a certified copy of an affidavit by G. W. Huffman, O. O. Smith and Virterbo Pedregon showing possession of the land by Jose Pedro Alvillar for a period of 20 years ending with his death, which occurred October 27, 1917 (which is assumed will be a satisfactory showing as to possession so far as the United States is concerned, as the agreement to sell is dated December 1, 1917); and an affidavit by A. Schildknecht, a reputable citizen of El Paso, who has held among other public offices, the office of County Tax Collector, to the effect that there are no outstanding and unpaid claims against the estate of Jose Pedro Alvillar.

3. With reference to paragraph 10 of your supplemental opinion, you will note from the affidavit of Mrs. Goodman that Rita, the second wife of Hilario Alvillar, evidently survived her husband. However, her death occurred prior to the death of Santiago Alvillar, her son and Jesus Alvillar, the living son, has quitclaimed his interest to the United States. It is also to be noted from Mrs. Goodman's affidavit that the wife of Jesus had died during the year 1892 or 1893, prior to the date of his quitclaiming to the United States and that Santiago Alvillar, the other son of the second wife Rita, survived his, Santiago's, wife. I believe that this showing will account for the interest of Rita Alvillar.

4. As a matter of fact, we are informed that the wife of Jose Pedro Alvillar, son of Hilario Alvillar by his first marriage, is still living, although she had not lived with her husband for some 28 years prior to his death. This, together with the fact that she was not entitled to an interest in the estate, will probably entail no further consideration in regard to her.

5. The certified copy of the affidavit made by the three parties as to possession is an instrument that has recently been gotten up in connection with a sale of the ranch which is now being negotiated by the holders of the property. The supporting papers will also carry the usual certificate showing no adverse possession upon the date when the agreement to sell to the United States was entered into.

6. We are again submitting the papers which were last sent to you, and in addition those noted above.

*C. F. Harvey*

Encls.

2 Affidavits by Bersabe Alvillar Goodman,  
Certificate by Harvey,  
Copy of warranty deed running to the U.S.  
Copy of quitclaim deed running from Jesus Alvillar  
Blueprint  
Abstract of title,  
Affidavit by Schildknecht,  
Certified copy of Affidavit as to Possession.

STATE OF TEXAS )  
COUNTY OF EL PASO ) ss.

I, A. Schildknecht.

do solemnly swear that for \_\_\_\_\_ years I have been personally familiar with <sup>the business affairs of</sup> Jose Pedro Albillar deceased, and knew him during his life-time, and that to my best knowledge and belief there are no claims now outstanding and unpaid against the estate of said Jose Pedro Albillar.

(sgd.) A. Schildknecht

Subscribed and sworn to before me this 4th day of January, A.D., 1919.

My commission expires:

6/1-19.

\_\_\_\_\_  
Notary Public in and for El Paso  
County, Texas.

STATE OF TEXAS :  
COUNTY OF EL PASO:

Before me, the undersigned authority, on this day personally appeared Bersabe Alvillar Goodman, who, being by me duly sworn, deposed and stated on oath that she is more than 21 years of age, resides at 701 Upson Avenue, El Paso, Texas, and that during the lifetime of the persons hereinafter named she was personally acquainted with them; that Hilario Alvillar died a number of years before his second wife, Rita, died; that the second wife of said Hilario Alvillar died during or about the year 1890; that Santiago Alvillar died during the year 1914, he having survived his wife, who died during the year 1888; that Jesus Alvillar is still living, and that his wife died during the year 1892 or 1893; that Jose Pedro Alvillar was the only child by the marriage of said Hilario Alvillar to his first wife, Guadalupe Jacquez and that said Jose Pedro Alvillar died October 27, 1917, and is survived by his wife, who is still living; and that Jesus and Santiago Alvillar, the same parties hereinbefore referred to, were the only children by the marriage of Hilario Alvillar to his second wife Rita.

(sgd.) Bersabe Alvillar Goodman

Subscribed and sworn to before me this 4th day  
of January, A.D., 1919.

GEO. W. HOADLEY.

My commission expires:  
June 1st, 1919.

Notary Public, in and for El  
Paso County, Texas.

See Paragraph 2 of letter  
of Jan 21, 1919

DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

Denver, Colo., Dec. 21, 1918.

From District Counsel, Edwin H. Peery,

To District Counsel, P. W. Dent, El Paso, Tex.

Subject: Title to land to be purchased from Antonio Alvillar, et al. for the Rio Grande Project, New Mexico - Texas.

1. I have examined the abstract and other papers transmitted with letter of Oct. 18, 1918 from Assistant District Counsel, G. F. Harvey, relative to the title to portions of a strip of land containing 2.08 acres of which .93 of an acre is occupied by Pena Ditch, the property of the United States; said strip being a portion of a tract of 11 acres described in deed recorded in Book 318, page 78 of the El Paso County records (Abstract No. 20).

2. The United States is proceeding to acquire title to portions of the strip of land above mentioned in pursuance of a certain agreement dated December 1, 1917, whereby Antonio Alvillar, Bersabe Alvillar Goodman and I. M. Goodman her husband, Manuela Alvillar, a feme sole, Elena Alvillar Rosales and Felipe Rosales her husband, agree to convey the same to the United States for a consideration of \$230.00.

3. On August 14, 1918 I submitted a preliminary opinion on this title pointing out certain defects to be cured. The papers have been returned, showing the efforts made to comply with said opinion.

4. Upon examination of the papers submitted, including a re-examination of abstract No. 14822 of the Pioneer Abstract Co., I am unable to see my way clear to accept the title. The situation appears to be about as follows:

5. The eleven acre tract covered by the abstract and out of which the purchase is taken was claimed by Jose Pedro Alvillar by inheritance from his father Hilario Alvillar, who died at a date not stated in the abstract, nor appearing from the papers. It appears that said Hilario Alvillar was married twice; first to Guadalupe Jacquez, mother of said Jose Pedro Alvillar, who died at the time of the birth of the latter, who was the only child of said marriage. The second wife of said Hilario Alvillar was named Rita. Whether she is living or not is not stated. To his second marriage there were born two children, Jesus, now living and who, as a single man, has by deed of Sept. 10, 1918, quit-claimed his interest in the premises to be conveyed to the United States, and, Santiago who is now dead. His wife, whom he married is also dead. Both Jesus Alvillar and his brother Santiago were married but their wives died and no child was born to either marriage.

6. Neither the dates nor the relative order of the deaths of Santiago Alvillar, his wife and the wife of Jesus Alvillar are shown, nor does it appear whether they died before or after the death of Jose Pedro Alvillar, who died Oct. 27, 1917 and whose estate is now in course of administration in the Probate Court of El Paso County, Tex. Jose Pedro Alvillar left a will bequeathing the eleven acre tract mentioned to his four children, vendors in the agree-

ment of sale to the United States, without mentioning a wife in the will. It is stated that his wife left him some twenty seven years ago but it does not appear whether or not she was living at the time of his death.

*Still living*

7. The absence of information as to the order of deaths of persons interested in the title and as to whether the second wife of Hilaro Alvillar and wife of Santiago Alvillar survived their respective husbands, makes it impossible to determine the exact state of the title. If Hilaro Alvillar was survived by his wife Rita, the latter would inherit from him equally with her two children Jesus and Santiago. Upon her death, however, her interest, if she made no will, would descend to her said children.

8. If Santiago Alvillar survived his father Hilaro or his mother, he would inherit from their estates and his wife if she survived him would inherit from her said husband. Upon her death the interest so inherited would go to her heirs at law, which would be her father and mother if living or if not, her brothers and sisters.

9. As Jose Pedro Alvillar obtained title to the property as his separate estate, his wife acquired no community interest therein, and she was cut off from the inheritance by the provisions of the will. It is assumed that the validity of the will is not questioned and her interest may be considered as never having vested.

10. It will be necessary to ascertain, therefore, the exact dates of the deaths or the relative order of the deaths of the following persons: Hilaro Alvillar, his wife Rita, his son Santiago, the wife of said Santiago Alvillar and Jose Pedro Alvillar.

11. The only possible interest that could be outstanding would be that of Rita Alvillar, wife of Hilaro Alvillar and that of Santiago Alvillar. The former would be vested in said Rita or if dead, she might have conveyed the same by will. The interest of Santiago might have vested in his deceased wife and passed from her to her legal heirs.

12. In my communication of Aug. 14, 1918, I requested a showing that the estate of Jose Pedro Alvillar, now in course of administration, was not indebted. In response to that request, Mr. Harvey submits a certificate showing an examination of the probate proceedings and stating that the inventory contains no list of claims. He further adds that Mr. I. M. Goodman, the executor, informed him on Sept. 5, 1918, that to his personal knowledge, all expenses connected with the Probate Court, costs, Etc. of this estate were fully paid and that he knew of no outstanding claims of any nature that could be charged against the land to be conveyed to the United States.

13. The administration proceedings were initiated Nov. 15, 1917 and the will admitted to probate Jan. 10, 1918. The law requires that notice to creditors be published and provides that claims be filed and allowed by the County Court within one year or else the payment thereof will be postponed



until full payment of all claims filed within that period. These claims are a lien upon the land of the decedent, which lien can be discharged only in the manner provided by law in the administration of the estate.

14. It therefore becomes quite important to ascertain whether or not there are any outstanding claims against an estate, especially where the administration proceedings have recently been commenced and are not yet concluded. The mere statement of an interested party should not generally be accepted, although, perhaps, the executor could best testify as to the costs of administration. I suggest, therefore, that a showing of non-indebtedness of the estate be made by affidavit of some disinterested party having knowledge of the business affairs of said deceased.

15. The copy of deed submitted, executed by the vendors, appears to be in proper form. It appears that two of the vendors, to wit: Manuela Alvillar and Elena Alvillar Rosales conveyed their interests in the premises to their sister and joint heir, Bersabe Alvillar Goodman, subsequently to the date of the agreement to sell to the United States. The order of dates of the two instruments was not observed by me in my former opinion and it now appears that a deed from Antonio and Bersabe Alvillar Goodman, joined by her husband, would have conveyed their title. Nevertheless, there can be no objection to accepting the deed as executed.

16. I shall be compelled to ask a re-submission of the papers for final opinion after obtaining the information called for herein.

*Edwin H. Peery.*

Enclosures:

1. Affidavit of Bersabe Alvillar Goodman
2. Certificate of C. F. Harvey
3. Copy of deed of Jesus Alvillar
4. Copy of deed of Antonio Alvillar, et al
5. Blue print
6. Abstract of the Pioneer Abstract Co. #14822.

P.S. An affidavit should be obtained showing adverse possession of the vendors and their predecessors for the statutory period of limitation in order to bring the land within the operation of the general deed of the county to the United States covering lands to be used by it for Reclamation purposes, where no grant deed is shown.

*ETB.*

DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

Denver, Colorado, December 17, 1918.

From Edwin H. Peery, District Counsel, Denver, Colo.  
To C. F. Harvey, Assistant District Counsel, El Paso, Texas.  
Subject: Purchase from Antonio Albillar, et al. - Rio Grande Project.

1. I have your letter of Dec. 12 relative to the above purchase advising that one Mr. Goodman, one of the parties to said purchase, had recently been in your office, endeavoring to close the matter up.

2. In reply I have to say that my work has been delayed for a matter of a couple of weeks by reason of an attack of influenza, from which I am recovering very nicely. The Albillar matter will be the next in order for taking up.

3. I note with pleasure that you have secured the execution of the Grant's deed from the county commissioners, covering lands to be purchased in El Paso County, Texas.

*Edwin H. Peery*

El Paso, Texas,  
Dec. 12, 1918.

From: Assistant District Counsel.  
To: Edwin H. Peery, District Counsel, Denver, Colo.  
Subject: Purchase from Antonio Albillar, et al. - Rio Grande Project.

1. Referring to letter from Assistant District Counsel of October 18th, you are advised that Mr. Goodman, one of the parties to the Albillar purchase, has been in the office two or three times recently and we are endeavoring to close up this purchase. Kindly let us hear as to your opinion at your convenience.

2. In reference to the quitclaim deed running from the County Commissioners, which you prepared last Spring, covering the matter of perfecting foundation of title from the Grants, I have, after no small amount of endeavor, succeeded in getting this deed executed and upon the official records of the County Clerk's office.

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DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

CH

OFFICE OF  
DISTRICT COUNSEL

El Paso, Texas, October 18, 1918.

From Assistant District Counsel

To Edwin H. Peery, District Counsel, Denver.

Subject: Purchase from Antonio Albillar, et al. - Rio Grande project.

1. In accordance with the request contained in the last paragraph of your opinion of August 14 on the above land purchase, the papers listed below are forwarded for final opinion.

2. In compliance with paragraphs 6 and 7, we have secured an affidavit by Bersabe Alvillar Goodman in regard to the two marriages of Hilario Alvillar, deceased, and the heirs therefrom, which we believe will account for possible interests springing from these marriages.

3. In compliance with paragraph 9, a blueprint has been prepared, copy of which is inclosed, showing the land actually conveyed to be that north of the north line of the old Pena community ditch. The warranty deed also describes the land as that north of said north line of the Pena ditch, etc., as does also the quitclaim deed running from Jesus Alvillar. Copies of both deeds are inclosed and they will not be put on record until you have passed upon them. The quitclaim deed disposes of the interest of the half-brother, Jesus Alvillar, referred to in paragraph 7 of your opinion and also mentioned in the affidavit by Bersabe Alvillar Goodman.

4. In compliance with paragraph 10, the writer has made a certificate which indicates that the estate of Pedro Alvillar is not indebted.

5. Referring to paragraphs 5 and 11, the writer is under the impression that the blanket deed running from the County Commissioners which you prepared last spring, was never executed and recorded. Further information will be sought upon this point, and if this deed is not on record an effort will be made to have it put through. In the absence of this conveyance, a possessory certificate can easily be obtained from the parties in interest, or some of them, as this land has never been out of the possession of the family now principally represented by the Goodman interests.

incls: Abstract; 2 deeds; affidavit by Mrs. Goodman; certificate by Harvey; blueprint.

*C. F. Harvey*

El Paso, Texas, October 18, 1918.

Mr. I. M. Goodman,  
510 South El Paso Street,  
El Paso, Texas.

Dear Sir:

Referring to the warranty deed recently executed by yourself and others, this will require a 50-cent internal revenue stamp before we can put it on record. Kindly call at this office and get the deed for this purpose, and thereafter the deed will be put on record.

We are to-day writing for final opinion on this matter, and as soon as this is received we will close up the abstract of title and be in a position to make payment to you of the amount due you.

Very truly yours,

C F HARVEY

Assistant District Counsel.

I HEREBY CERTIFY That upon examination of the probate records of El Paso County, Texas, made on September 7, 1918, I find the following (pp.523-524, Book 34 of Probate Court) in reference to the Estate of Jose Pedro Alvillar, Deceased:

"On this 10th day of January, A. D. 1918, came on to be considered the report of the inventory and appraisement and list of claims of the Estate of Jose Pedro Alvillar, Deceased," etc.

Then follows an inventory and appraisement of the estate, duly signed and sworn to by the appraisers, said list containing sundry items of real and personal property, but not containing any claims against the estate.

. . . . .  
Mr. I. M. Goodman, Executor of the Jose Pedro Alvillar Estate, stated to me personally on September 5, 1918, that to his personal knowledge all expenses connected with the probating, court costs, etc., of this estate were fully paid and that he knew of no outstanding claims of any nature that could be made a charge against the land which is to be conveyed to the United States.

C F HARVEY

Assistant District Counsel.

El Paso, Texas,  
September 7, 1918.

CH

El Paso, Texas, September 7, 1918.

Mr. I. M. Goodman,  
510 South El Paso Street,  
El Paso, Texas.

Dear Sir:

Inclosed is warranty deed, to be executed by the several persons named therein, including yourself. You will please sign on the last line, in order that it may appear that you are signing both in your individual capacity and as executor of the estate of Pedro Alvillar.

Quitclaim deed is also inclosed to be executed by Jesus Alvillar, which matter we understand you are willing to attend to.

Upon receipt of these deeds properly executed, we will put them on record and proceed to close up the abstract and make settlement.

Very truly yours,

C F HARVEY

Assistant District Counsel.

2 incls.

El Paso, Texas, August 30, 1918.

Mr. I. M. Goodman,  
510 South El Paso Street,  
El Paso, Texas.

Dear Sir:

Upon examination of title to the Antonio Alvillar land, it appears that there may be several heirs or other parties in interest who are not represented in the contract to sell. If you will kindly call at this office at your early convenience, we shall be pleased to go over these matters with you, and you will probably be able to supply the necessary information needed to satisfy the requirements of the case.

Very truly yours,

C F HARVEY

Assistant District Counsel.



See Paragraph 2 of letter  
of Jan 26, 1919

DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

OFFICE OF  
DISTRICT COUNSEL

Los Angeles, Cal.,

Aug. 14, 1918.

From District Counsel Edwin H. Peery

To District Counsel P. W. Dent, El Paso, Tex.

Subject: Purchase of land from Antonio Albillar et al,  
for the Rio Grande Project, New Mexico-Texas.

1. I have examined abstract No. 14822, prepared and certified to by the Pioneer Abstract Co. to Feb. 19, 1918, covering title to a tract of land containing about 11 acres, in the Ysleta Grant, El Paso County, Texas, more fully described in deed recorded in Book 318, Page 78, El Paso County Records, (Abstract No. 20). The abstract is submitted in connection with the purchase of portions of a strip of land containing 2.08 acres, of which .93 of an acre is occupied by the Pena Ditch, the property of the United States, said strip being a portion of said 11 acre tract.

2. It appears that one Jose Pedro Alvillar claimed said 11 acre tract by inheritance from his father, Hilario Alvillar, who died at a date not stated in the abstract. Said Hilario Alvillar is stated to have been married twice, his first wife being Guadalupe Jacquez, the mother of said Pedro Alvillar, and his second wife being one Rita.

3. Pedro Alvillar was the only child by the first wife. To the second marriage there were born Jesus and Santiago. The former is still living, but it is stated that Santiago is now dead, and that his wife whom he married also died many years ago.

4. Pedro Alvillar died in Oct., 1917, leaving a will by which he bequeathed his property to his children, Elena, Manuella, and Barsaba who is married to I. H. Goodman, and Antonio. No provision was made for his wife, who is said to have left him about 27 years ago.

5. No conveyance appears from the Town of Ysleta, to which the land was originally granted. A deed should be obtained from the Town or from the County Commissioners, unless the latter have executed a general deed which I prepared for that purpose, covering grants of rights of way for the Reclamation Service, where it was shown that the present claimants of land had held the same adversely

for the statutory period of limitation.

6. It should be ascertained whether, and if so, when the two wives of Hilario Alvillar died. If either was living when Hilario Alvillar obtained title to the property, if he obtained title by purchase, she became vested with a community interest therein, and this interest should be accounted for.

7. It should be ascertained whether the half brother Santiago left any children or heirs, and if so their interest in the premises should be ascertained and disposed of. The interest also of the half brother Jesus, as heir of his father Hilario Alvillar, should be obtained.

8. The other heirs of Pedro Alvillar seem to have conveyed to their co-heir Barsaba Goodman, but all joined in the agreement to sell, and this would indicate that they claim some interest in the premises. They should all join in a deed to be executed to the United States.

9. A blue print or map should be prepared showing the tract of land abstracted and the location thereon of the parcels of land to be purchased. The agreement specifies that the land to be purchased lies on the North side of the center line of the Pena Ditch, but the blue print accompanying the agreement and abstract shows a portion of the land to be purchased lies south of the center line. It appears that the land of the vendors is bounded on the Southwest by a ditch called the Acequia, Labor Rio Viejo. If this Acequia corresponds to the Pena Ditch referred to in the agreement, then presumably the center line intended is the one running through the old ditch, and not the one particularly described in the agreement. It would be proper to refer to the land purchased as lying within the strip of land described and North of the right of way of the Pena Ditch.

10. Sufficient showing should be made of the administration proceedings in the matter of the Estate of Pedro Alvillar to indicate whether the estate is indebted.

11. In case it is not possible to show a complete chain of title from the Town of Ysleta, it will be necessary to show adverse possession by the vendors and their predecessors for the statutory period of

limitation. This will be necessary in case reliance is to be had upon a deed executed by the County Commissioners of El Paso County, Texas, on behalf of said Town of Ysleta if the latter is not so constituted at this time as to make the conveyance.

12. The papers are returned with the above observations in order that the title may be perfected in accordance therewith, after which the same may be re-submitted for final opinion. The extension of the abstract may await the submission for opinion.

Enclosures:

1. Agreement of purchase.
2. Blue Print.
3. Abstract No. 14822 of the Pioneer Abstract Co.

Edwin H. Peery.  
District Counsel

CH

El Paso, Texas, May 8, 1918.

From District Counsel

To Edwin H. Peery, District Counsel, Los Angeles.

Subject: Title under contract with Antonio Abillar  
and others.

1. In addition to the abstracts which we forwarded to you for examination the other day, abstract relating to above contract, dated December 1, 1917, is inclosed herewith. The contract is also attached.

P W DENT CFH

2 incls.

El Paso, Texas, Jan. 26, 1918.

Mr. I. M. Goodman,  
510 South El Paso st.,  
El Paso, Texas.

Dear Sir:

This is to advise you that agreement to sell certain land to the United States for right of way for Juan d'Herrera Lateral System, signed by Antonio Albillar et al, has been approved.

In accordance with Article 2 of said agreement, the Vender(Antonio Albillar et al) is obligated to furnish an abstract of title, and you are therefore request to have prepared such abstract covering the land to be conveyed and transmit same to this office at your early convenience in order that payment for the land may be made within a reasonable time.

It is proper to add that it takes some time to prepare an abstract and it is suggested that the abstract company be requested to prepare yours, at an early date.

Very truly yours,

Asst. District Counsel.

Denver, Colo. January 10, 1918.

Acting Chief of Construction

Director, Washington

Agreement dated December 1, 1917, with Antonio Albillar et al. for purchase of land needed as right of way in connection with Juan d' Herrera Lateral--Rio Grande project.

1. Reference is made to the Acting Director's letter of December 31, 1917, to this office, received on January 4, returning the above mentioned contract because of certain discrepancies having been made therein.

2. Copy of the Acting Director's letter was on January 5, 1918, transmitted to the Project Manager at El Paso, with request that the errors indicated in said letter be corrected in the contract and the contract initialed.

3. The Project Manager was also requested to comply, in future, with paragraph 2 of the Acting Director's letter and have all answers to questions in the Report on Land Agreement full and complete before transmitting this report for acceptance.

4. Answering the latter portion of paragraph 2 of the Acting Director's letter, the land in this contract is subject to right of way by virtue of contract with the El Paso Valley Water Users Association.

5. The corrected contract was received from the project on January 9, 1918 and the enclosures listed below are returned herewith.

---  
CHAS. W. WILLIAMS.

El Paso, Texas, Jan.7, 1918.

From Asst. District Counsel, A. B. Preuss,  
To District Counsel in Charge, Denver,  
Subject: Agreement dated Dec.1, 1917, with Antonio Albillar  
et al, purchase of land for right of way - Rio Grande  
project.

1. Reference is made to letter of Acting Chief of  
Construction to Project Manager, dated Jan.5, 1918, and  
inclosing letter of Acting Director to Chief of Construction,  
dated December 31, 1917, relative to discrepancies in above  
described agreement to sell.

2. Corrections have been made in the description as  
directed, and report on Land Agreement has been completed  
to read- "The land is subject to right of way by virtue  
of contract with water users' association (El  
Paso Valley Water Users' Assoc.)

3. All papers are herewith returned.

Incs. - - -  
Orig. & 3 copies agmt.  
Cert. of P.M.  
Two blue prints.  
Orig. & copy Rept. Land Agmt.  
Orig. & 2 copies Fm. Let. Dec. 12, 1917.  
CC this letter.

December 31, 1917.

Acting Director

Chief of Construction, Denver, Colo.

Agreement dated Dec. 1, 1917 with Antonio Albillar  
et al.- purchase of land for right of way,  
Rio Grande project.

1. The above mentioned agreement, transmitted un-  
form  
der Project Manager's/letter of Dec. 12, 1917, is here-  
with returned. The word "four" in line 18, Page 1 of the  
description should be changed to "five" and the word "East"  
in line 24 preceding the word "line" should be changed to  
"South".

2. Paragraph 5 of the Report on Land Agreement ac-  
companying the papers is answered simply by the word "Yes".  
There are two questions to be answered under this para-  
graph, and hereafter it is requested that the information  
called for in the Report on Land Agreement be full and  
complete in every detail. It is presumed that the word  
"Yes" implies that the land is subject to right of way by  
virtue of stock subscription contract with the El Paso  
Valley Water Users Association. If this is correct, pay-  
ment will be made for the right of way, in accordance with  
the resolution of the El Paso Valley Water Users' Associa-  
tion, dated Oct. 28, 1915.

Extra copy to C. of C.

Encs.

Original and 2 copies of contract.  
Blue print.  
Report on Land Agreement.  
Form letter and (3 copies thereof)

JAN - 4 '18 20892



10 Enc:

Original letter of Jan. 7, 1918  
from Asst. Dist. Counsel A. E. Preuss  
to Dist. Counsel in Charge, which  
is in reply to letter of Jan. 5  
1918, from Chief of Construction  
to Project Manager, El Paso.

Orig. and 2 copies form letter.

" " " " contract dated

December 1, 1917.

Blue print.

Orig. Certificate of Necessity.

Orig. Report on Land Agreement.

CC--D.C. El Paso Texas ✓

P.M. " " "

CHAR. F. WILLIAMS.

DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE



El Paso, Texas, Dec 12, 1917.

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

Subject: Forwarding contract for approval.

Agreement dated December 1, 1917. Rio Grande Project

Executed by L. M. LAWSON,

With ANTONIO ALBILLAR et al.

Estimated amount involved, \$ 230.00 (See Gen'l Order No. 124)

Purpose of agreement: right of way - Juan d' Herrera later (See instructions on back, Pars. 4 and 5)

Authority No. 5G-1.

~~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.

*L. M. Lawson*  
(Signature.)

- Incs.
- Orig. & 3 copies contract.
- Report on Land Agreement.
- Cert. of P.M.
- Blue Prints(2).

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

Approved by \_\_\_\_\_

Date of approval \_\_\_\_\_

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

Original returned for record to P.M.

Respectfully transmitted to Director, Washington, D.C. for approval.  
Enc: Orig. 3 copies fm letter  
" 2 " Report Land Agreement  
Blue Print and Cert. of Necessity.

F. E. Weymouth  
Chief of Construction

JAN 21 1918

JAN 4 18 20892

DEC 22 17 74784

State of Texas, :  
: SS.  
County of El Paso, :

I, Bersaba Alvillar Goodman, do solemnly swear that Hilario Alvillar, deceased, who was my grandfather and who formerly held title to the land described in contract dated December 1, 1917, between myself and others and the United States of America, was twice married, his first wife being named Guadalupe Jacquez and the second wife being named Rita; that the first wife, Guadalupe Jacquez, died at the time of the birth of her son Pedro Alvillar, who was my father; that the second marriage, to the wife Rita, occurred, to my best recollection, some few years after the death of the first wife Guadalupe Jacquez; that by the second marriage only two children were born, Jesus and Santiago, the former now living and the latter now deceased; that both boys, Jesus and Santiago, were married and that both their wives are now dead; that Santiago is now dead; and that neither Jesus or Santiago had any children by their marriages.

BERSABA ALVILLAR GOODMAN

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Subscribed and sworn to before me at El Paso, Texas, this 4th day of September, A. D. 1918. My commission expires June 1, 1919.

(SEAL)

W. H. HADLEY

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Notary Public In and For  
County of El Paso, State of  
Texas.

POSSESSORY CERTIFICATE

Rio Grande Project,  
El Paso, Texas, Dec. 1, 1917.

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 Antonio Albillar, Manuela Alvillar and Elena Alvillar Rosales and Felipe Rosales, husband and wife, I. M. Goodman and Bersabe Goodman, in the southeast quarter of section 22 and the northeast quarter of the northeast quarter of section 27, township 31 south, range 6 east, containing 2.08 acres, more or less, in El Paso County, State of Texas, for the Rio Grande project, and that the said proposed vendors were 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 vendors is in possession of any part of it.

GEO. W. Hoadley.

Field Assistant.

CERTIFICATE.

I HEREBY CERTIFY That the land described in agreement hereto attached, dated December 1, 1917, with ANTONIO ALBILLAR et al., is necessary for purposes authorized by the Reclamation Act, viz: for right of way JUAN A' HERRERA LATERAL System, Rio Grande Project, New Mexico-Texas. In my opinion the consideration agreed upon is reasonable and I recommend that the contract be approved.

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El Paso, Texas,  
December 10, 1917.

THIS AGREEMENT, made this 1st day of Decembernineteen hundred and seventeen between ANTONIO ALVILLAR, MANUELA ALVILLAR ROSALES, husband and wife, and I. M. GOODMAN and VERSABE GOODMAN, his wife, of El PasoCounty, State of Texas, for our selves our heirs, legal representatives, and assigns, hereinafter styled the vendor, and The United States of America and its assigns byL. 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 situated in the Southeast quarter (SE<sub>4</sub>) of Section twenty-two (22) and the Northeast quarter of the Northeast quarter (NE<sub>4</sub>, NE<sub>4</sub>) of Section twenty-seven (27), Township thirty-one (31) South, Range six (6) East, of the U. S. Reclamation Service Survey, and in Yaleta (Texas) Grant, being all the land lying to the left or North of the center line of the Pena Ditch, said Pena Ditch being the property of the United States, and included in a tract of land sixty (60) feet wide, lying thirty (30) feet on each side of a center line described as follows: Beginning at Station 152+87 of said center line, a point on the property line between land of Vendor and J. Smith, said property line bearing North 25°34'15" East from which point the Southeast corner of Section twenty-two (22), Township thirty-one (31) South, Range six (6) East lies South nine hundred forty-eight and three-tenths (948.3) feet and East one thousand five hundred seventy-five and five-tenths (1575.5) feet; thence South 76°05'45" East one hundred sixty-eight and nine-tenths (168.9) feet; thence to the right along the arc of a curve tangent to the last course, and having a radius of one thousand four hundred thirty-two and sixty-seven hundredths (1432.69) feet, a distance of five hundred forty-seven and three-tenths (547.3) feet; thence South 54°12'15" East one hundred fifteen and two-tenths (115.2) feet; thence to the right along the arc of a curve tangent to the last course and having a radius of eight hundred nineteen and two-hundredths (819.02) feet a distance of four hundred sixty-four and six-tenths (464.6) feet; thence South 21°40'45" East two hundred sixty-seven and two-tenths (267.2) feet to South line of Section twenty-two (22); thence South 21°40'45" East two hundred forty one and (Description continued on Sheet 1 hereto made a part hereof)

SHEET NO.1.

eight-tenths(241.8)feet; thence to the left along the arc of a curve tangent to last course and having a radius of eight hundred nineteen and two-hundredths(819.02)feet, a distance of two hundred twenty-five and eight-tenths(225.8)feet; thence South  $37^{\circ}29'$  East sixteen and eight-tenths(16.8)feet to Station 153+34.6 of said center line, a point on the property line between land of A. Dominquez and P. N. Benson from which point the Northeast corner of Section twenty-seven(27), Township thirty-one(31) South, Range six(6) East lies North four hundred thirty-two and one-tenth(432.1)feet and East two hundred thirty-three(233)feet, said property line bearing North  $23^{\circ}50'$  East twelve and four-tenths(12.4)feet to a concrete post; thence North  $38^{\circ}50'$  East twenty-nine(29)feet to concrete post on property line between land of Vendor and O. N. Kuster: said tract of land containing two and eight hundredths(2.08)acres, more or less, of which ninety-three hundredths (.93)of an acre is occupied by the said Pena Ditch, property of the United States.

10. Where the operations of this contract extend beyond the current fiscal year, it is understood that the contract is made contingent upon Congress making the necessary appropriation for expenditures thereunder after such current year has expired. In case such appropriation as may be necessary to carry out this contract is not made, the contractor hereby releases the United States from all liability due to the failure of Congress to make such appropriation.

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 **Two Hundred and Thirty (\$230.00)** - - - - -

- - - - -  
- - - - -  
- - - - - 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 **December 20, 1917** notwithstanding earlier delivery of the deed as herein provided, and may harvest and retain the crops thereon until **December 20, 1917**; 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).



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

Witnesses :

.....  
of.....  
.....  
of.....  
.....  
of.....  
.....  
of.....

**I. M. GOODMAN.**  
**BERSABE GOODMAN**  
**ELENA ALVILLAR ROSALES**  
**FELIPE ROSALES**  
**ANTONIO ALVILLAR**  
**MANUELA ALVILLAR**

Vendor.

**L. H. LAWSON,**  
For and on behalf of the United States.

STATE OF **Texas** }  
COUNTY OF **El Paso** } ss :

I, **W. E. MILLER**, a **Notary Public**

in and for said county, in the State aforesaid, do hereby certify that **I. M. GOODMAN, FELIPE ALVILLAR and MANUELA ALVILLAR & BERSABE GOODMAN & ELENA ALVILLAR ROSALES, and ANTONIO ROSALES,** are personally known to me to be the persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that **they and each of them**

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

I further certify that I did examine the said **ELENA ALVILLAR ROSALES & BERSABE GOODMAN** separate and apart from **their** husbands, and explained to **them** the contents of the foregoing instrument, and upon that examination **each** declared that **she** did voluntarily sign, seal, and acknowledge the same without any coercion or compulsion, and do **es** not wish to retract the same.

Given under my hand and official seal, this **3rd** day of **December**, 191**7**.

[SEAL.]

**W. E. MILLER**  
**Notary Public**  
**El Paso County, Texas.**

My commission expires **May 31, 1917.**

Approved **Jan 21**, 191**7**

*Morris Beer etc*

# AGREEMENT TO SELL

TO  
UNITED STATES.

COUNTY OF

} ss:

I hereby certify that this instrument was filed  
for record at my office at ..... o'clock ..... M.,

..... 191....., and is duly

recorded in Book..... Page No.....

By.....

Fees, \$.....

## AFFIDAVIT OF DISINTERESTEDNESS.

STATE OF..... }  
COUNTY OF..... } ss:

I do solemnly swear (or affirm) that the copy of contract hereto annexed is an exact copy of a contract executed by me, personally, with.....; that I made the same fairly without any benefit or advantage to myself, or allowing any such benefit or advantage corruptly to the said..... or any other person or persons; and that the papers accompanying include all those relating to the said contract, as required by the statute in such case made and provided.

.....  
..... Engineer, U. S. R. S.

Subscribed and sworn to before me at.....

[OFFICIAL SEAL.] this..... day of....., A. D., 191..... My commission expires.....

NOTE.—Execute this affidavit only on the copy for the Returns Office, not on original.

*Recorded Feb. 2-1918.*  
*BK 318 p 43*

## REPORT ON LAND AGREEMENT

DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

INFORMATION relating to agreement made **December 1,** 191**7**, with

**ANTONIO ALBILLAR et al**

for the purchase of land required for **Juan d'Herrera Lateral**  
purposes, **Rio Grande** Project, **El Paso**  
County, **Texas.**

1. State description and approximate area of land to be conveyed.

**1.15 acres. (For description, see agreement herewith)**

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.

**Ysleta Town 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.

**I. M. Goodman, Executor Alvillar Estate and husband of one of the heirs. Address 510 South El Paso st., El Paso, Texas. Proposed vendors are the surviving heirs and devisees of Alvillar, deceased, their residence being in El Paso County, 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.

**Heirs.**

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

**Yes**

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 of the land is under cultivation.**

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.

**Irrigated from present Juan d'Herrera Ditch.**

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

**\$200 to \$300 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.

The above is a correct statement of the information procured.

Dated **December 12,** 191**7.**

(Signature) **GEO. W. HOADLEY,** .....

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

Approved: **L. M. LAWSON,**  
*Project Manager.*