

780

PEDREGON, CATARINO

WARRANTY DEED

JUAN DE HERRERA LATERAL (104)

0023-0074-0002-00

7-(2) Texas

780

THE STATE OF TEXAS,

COUNTY OF EL PASO.

KNOW ALL MEN BY THESE PRESENTS:

That we, Catarino Pedregon and Maria Bernal Pedregon, husband and wife,

of the County of El Paso, State of Texas, in consideration of the sum of One hundred and no/100 (\$100.00) DOLLARS,

to us 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 ha.ve 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 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:

A tract of land situated in the south half (S1/2) of the southeast quarter of Section sixteen (16), Township thirty-one (31) South, Range six (6) East, United States Reclamation Service survey, and in Valata (Texas) Grant, said tract being all the land lying to the left or North of the center line of the old Juan d'Herrera Ditch, said 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 the center line for the new location of the Juan d'Herrera Canal, said center line being described as follows: Beginning at a point on the property line between grantor and J.N. Hughes, said property line bearing North 83° 33' East, from which point the southeast corner of Section 16, Township 31 South, Range six East, lies South 71° 35' East, 1740.7 feet, and the northeast corner of the tract to be conveyed bears North 83° 33' East, 38.4 feet; running thence South 45° 07' East, 91.1 feet; thence to the left along the arc of a curve of 181.4 feet radius and tangent to the last course, 141.5 feet; thence North 89° 37' East, 403.7 feet; thence to the right along a curve of 819.8 feet radius and tangent to the last course, 245.1 feet to Station 50 plus 11.4 of said center line, a point on the property line produced between grantor and P. Provencio, at which point the tangent to the course bears South 73° 13' 30" East, said property line bears South 66° 07' 30" East, and the southeast corner of said Section 16 bears South 61° 54' 45" East, 652.6 feet; said tract of land containing sixty-six hundredths (0.66) of an acre, more or less, of which twenty-six hundredths (0.26) acre is occupied by the old Juan d'Herrera Ditch, said ditch being the property of the United States; being included in the tract of land conveyed by deed dated July 28, 1899, running from Cristobal Brizeno to Catarino Pedregon, recorded in Book 46, page 306, El Paso County, Texas records.

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

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, 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 Tx this 28th day of February, A. D. 1919

Witnesses at Request of Grantor

Catarino Pedregon

Maria Bernal Pedregon

Correct as to Engineering Data

THE STATE OF TEXAS

THE STATE OF TEXAS, }

COUNTY OF EL PASO. }

Public

BEFORE ME, C M Wilchar, A Notary

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

Catarino Pedregon

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 28th day of Feb A. D. 1919

(SEAL)

C M Wilchar

Notary Public El Paso County Texas

THE STATE OF TEXAS, }

COUNTY OF EL PASO. }

Public

BEFORE ME, C M Wilchar A Notary

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

Maria Pernal Pedregon wife of Catarino Pedregon

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

Maria Bernal Pedregon 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 28th day of Feb A. D. 1919

(SEAL)

C M WILCHAR

Notary Public El Paso County Texas

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 28

day of February, A. D. 1919 with its certificate of authentication, was filed for record in my

office this 1 day of Mar A. D. 1919, at 8:10 o'clock A. M. and duly recorded

the 6 day of Mar A. D. 1919 at 2:36 o'clock P. M. in the records of

said County, in Volume 381 on pages 11

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 Deputy.

WARRANTY DEED

Single and Wife's Separate Acknowledgment

Filed for record 1919

at o'clock M.

Clerk, County Court, El Paso County, Tex.

By Deputy.

ELLIS BROS. PRINTING CO. EL PASO

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

El Paso, Texas, Oct. 25, 1917

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

Subject: Forwarding contract for approval.

Agreement dated October 15, 1917. Rio Grande

Executed by L. M. LAWSON, Project Manager,

With CATARINO PEDREGON and wife.

Estimated amount involved, \$ 100.00 (See Gen'l Order No. 124)

Purpose of agreement: Purchase of R/W for reconstruction of
(See instructions on back, Pars. 4 and 5) d' Herrera Lateral.

No public notice issued on Rio Grande Project.

Authority No.5-1.

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,

~~xxand~~ at
of the approval of the above.

Incs.
Orig. & 3 copies agreement.
Report on Land.
Cert. of P.M.

L. M. LAWSON,
(Signature.)

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

Approved by Morris Bien, Acting Director

NOV 14 1917

Date of approval NOV 14 1917

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

Original enclosed for record

Morris Bien, Acting Director

Reclamation Service
RECEIVED
NOV 20 1917
EL PASO, TEXAS.

Respectfully transmitted to Director,
Washington, for approval.
Enc: 1 Original contract.
Director's copy of contract with copy of letter
from Act. Ch. of Constr. to P.M. dated NOV. 1, 1917 attached.
Returns Office copy of contract.
Original report on land agreement.
Cert. of P.M. & blue print attached to Director's
copy of contract.
2 Copies of form letter.

Denver, Colo. Nov. 8, 1917.

R. P. Walzer
ACTING CHIEF OF CONSTR.

THIS AGREEMENT, made this 15th day of October

nineteen hundred and seventeen between Catarino Pedregon

and Maria B. Pedregon, his wife, of El Paso

County, Texas, for them selves & heir heirs, legal represen-
tatives, and assigns, hereinafter styled the vendor, and The United States of America and its assigns by

L. M. LAWSON, Proj. 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 South Half of the Southeast
quarter(S $\frac{1}{2}$ SE $\frac{1}{4}$) of Section sixteen(16), Township thirty-one(31)
South, Range six(6)East of the U.S.Reclamation Service Survey,
and in Ysleta(Texas)Grant, said tract being all the land lying
to the left or north of the center line of the old Juan d'Herrera
Ditch, said ditch being the property of the United States, and
included in a tract of land sixty feet wide, lying thirty(30)
feet on each side of the center line for the new location of the
Juan d'Herrera Canal, said center line being described as follows:
Beginning at a point on the property line between vendor and J. N.
Hughes, said property line bearing North 83° 33' East, from which point
the Southeast corner of Section sixteen(16), Township thirty-one(31)
South, Range Six(6)East, lies South 71° 35' East one thousand seven
hundred forty and seven-tenths(1740.7)feet, and the Northeast corner
of the tract to be conveyed bears North 83° 23' East, thirty-eight
and four-tenths(38.4)feet; running thence South 45° 07' East ninety-
one and one-tenth(91.1)feet; thence to the left along the arc of a
curve of one hundred eighty-one and four-tenths(181.4)feet radius
and tangent to the last course, one hundred forty-one and five-tenths
(141.5)feet; thence North 89° 37' East four hundred sixty-three and
seven-tenths(463.7)feet; thence to the right along a curve of eight
hundred nineteen(819)feet radius and tangent to the last course, two
hundred forty-five and one-tenth(245.1)feet to Station 50 plus 11.4
of said center line, a point on the property line produced between
vendor and F. Provencia, at which point the tangent to the course
(Description continued on Sheet No.1 hereto attached & made a part hereof).

Sheet No. 1.

bears South $73^{\circ} 13' 30''$ East, said property line bears South $86^{\circ} 07' 30''$ East, and the Southeast corner of Section sixteen (16) bears South $61^{\circ} 54' 45''$ East, eight hundred fifty-two and six-tenths (852.6) feet; said tract of land containing sixty-six hundredths (.66) acres more or less, of which twenty-six hundredths (.26) acres is occupied by the old Juan d'Herrera Ditch, said ditch being the property of the United States;

66
26
40

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

Witnesses:

Thos. Hawthorne

Catarino Pedregon

of El Paso, Texas.

her
Maria B.+Pedregon

mark

Vendor.

of

of

L. M. LAWSON

For and on behalf of the United States.

CERTIFICATE.

of

STATE OF The State of Texas)
COUNTY County of El Paso.)

I, _____, a _____,
Before me, Jessie E. M. Howe, the undersigned
in and for said county, in the State aforesaid, do hereby certify that
authority, on this day personally appeared Thomas Hawthorne,
who _____ personally known to me to be the person _____ whose name _____ subscribed
to the _____ known to me to be the person whose name is subscribed as a
_____ witness to the foregoing instrument of writing, and after
_____ being duly sworn by me stated on oath that he saw Catarino
Pedregon and Maria B. Pedregon, the grantors or persons who
signed, sealed, and delivered said instrument of writing as _____ free and voluntary act,
for the uses and purposes therein set forth.
I further certify that I did examine the said _____
executed the foregoing instrument, subscribe the same, and
that he had signed the same as a witness at the request of
separate and apart from _____ husband _____, and explained to _____ the contents of
the person who executed the same.
foregoing instrument, and upon that examination _____ declared that _____ did
voluntarily sign, seal, and acknowledge the same, without any coercion or compulsion, and to
not wish to retract the same.
Given under my hand and seal of office this 27th

day of October, A. D. 1917. Given under my hand and official seal, this _____ day of _____, 191

[SEAL.]

Jessie E. M. Howe,

My commission expires _____

Notary Public in & for
El Paso, Co., Texas.

Approved Nov. 14 1917
My Commissioner expires June 1, 1919.

Morris B. ...
City Director
W. R. ...

REPORT ON LAND AGREEMENT

DEPARTMENT OF THE INTERIOR UNITED STATES RECLAMATION SERVICE

INFORMATION relating to agreement made

October 15,

1917, with

Catarino Pedregon and Maria B. Pedregon, his wife,
for the purchase of land required for **reconstructing Juan d'Herrera Lateral**
purposes, **Rio Grande** Project, **El Paso**
County, **Texas.**

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

**.4 acre more or less situated in the S $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 16,
T 31 S, R 6 E, U.S.R.S. Survey, and in the Ysleta (Texas) Grant.**

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.

3. State names of the owners, post office addresses, and county and State of residence. Gives names of wives and husbands; if unmarried, widow, or widower, so state.

Catarino Pedregon and Maria B. Pedregon, his wife.

R. F. D., El Paso, 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.

Owners.

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

**It is not subject to right of way by any agreement or contract
as above indicated.**

6. State how much of the land is under cultivation, and how much is not cultivated but is capable of being brought under cultivation, as well as the general character of such land and the character of crops produced upon the cultivated portion; also the condition and kind of improvements, if any. Give a detailed estimate of the value of all important improvements on the land, such as buildings, etc.

The .4 of an acre to be acquired under our contract is in alfalfa and Johnson grass.

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 of the land belonging to Contractor in the tract described is irrigated from the present Juan d'Herrera Ditch.

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

\$200 to \$400 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 .4 of an acre to be purchased lies along and outside of the toe of the slope of the present Juan d'Herrera Ditch, which ditch is the property of the United States.

The above is a correct statement of the information procured.

Dated **October 25** 191 **7.**

(sd) Thos. Hawthorne
Engineer in Charge.

Approved:

(sd) L. M. LAWSON,
Project Manager
Engineer.

Ast. Engineer.

SECTION ON FUND. YASHEWENL

INSTRUCTIONS.

The proper procedure in making purchases of lands under the Reclamation Act, in pursuance of the various rulings made by the Department of the Interior and the Department of Justice, is substantially as stated below, though, in some cases, deviations may be necessary in certain details. These instructions do not relate to withdrawn public lands to which there is a claim by reason of a settlement or entry made prior to withdrawal; in such cases the agreements for purchases of improvements should be entered into on Form 7-523. See Manual, Title, *Settlers, Land Taken from*.

1. As soon as possible after it has been ascertained that the property will be required, the engineer in charge should forward to the Director of the Reclamation Service the following papers:

(a) Form 7-276 or 7-277, contract of sale, or memorandum of terms of proposed purchase, together with two copies of the same, one for the Returns Office and the other for the Director. When the land is donated, use Form 7-277.

(b) Affidavit of disinterestedness.

(c) This Form (7-281), report on land agreement.

(d) Certificate that the land is necessary for the purposes authorized by the Reclamation Act and that the consideration agreed upon is reasonable, together with his recommendation that the agreement be approved. This certificate should also contain other valuable information relative to the transaction not given in Form 7-281.

(e) If the tract is described by metes and bounds, this report should be accompanied by a small sketch, with the boundary lines platted, showing all courses and distances and all references to public-land corners. (See Manual, Title, *Lands, Purchase of*, Par. 23.

2. When the agreement has been approved, the original will be returned to the engineer, who will immediately notify the vendor thereof and call upon him, if pursuant to said agreement, to furnish an abstract of title, which shall later be extended to include any instruments subsequently recorded in connection therewith and also the record of the conveyance made in pursuance of said agreement, also to procure and have recorded, where proper for record, all assurances of title and affidavits which may be necessary and proper to show clear, unincumbered title in him. This will fix the date from which time may be counted in favor of the United States for extension of the option as provided in the agreement, in case it be found necessary to do so. If the abstract contains a large number of entries it should be indexed, and if the title to a canal system is involved the abstract should be accompanied by maps showing said system and the lands affected thereby. The abstract, certificates, maps, option, and form of deed which it is proposed to execute, referred to in next paragraph, should be submitted to the United States attorney for the district, after the engineer has received notice that instructions have been issued to the former by the Attorney General to examine and report on the subject of titles. These instructions will be requested by this office after the receipt of information from the engineer that the purchase of lands has become necessary. In this connection, see also Par. 20, of the Title, *Lands, Purchase of*, in the Manual.

3. The ordinary form of warranty deed, or its equivalent, in general use will be acceptable to the Department, only one material change being required, viz., the insertion of the italicized words in the clause to the following effect usually found in such deeds: "For and in consideration of . . . dollars to him in hand paid in pursuance of the provisions of the act of June 17, 1902 (32 Stat., 388), by the said party of the second part," etc. The grantee or second party must be the United States, and the words "heirs, executors, administrators, successors," etc., when referring to the second party, should be stricken out, and the sentence should read "the party of the second part and its assigns." One copy of the proposed form of deed should be retained by the engineer, to be executed by the vendor after the title has been found acceptable. A quitclaim deed will be acceptable in case title in fee is not vested in the vendor.

4. When forwarding the title papers to the United States attorney the engineer should request that, if apparently in satisfactory form and sufficient, they be forwarded to the Assistant Attorney General for the Interior Department, with his opinion thereon, otherwise that they be returned, pointing out the defects and indicating how they may be remedied.

5. The engineer in charge will notify the Director as soon as the abstract and form of deed have been forwarded to the Assistant Attorney General.

6. The Assistant Attorney General will render an opinion upon the title, and upon the approval thereof by the Secretary of the Interior, all the papers will be returned to the engineer for action in pursuance of the findings of the opinion. After the title has been found satisfactory, the deed should be executed and recorded and the abstract extended to cover record of same, and also to cover payment of taxes, etc., pronounced by the Assistant Attorney General to be liens against the estate. Payment may then be made to the grantor by the local fiscal agent, provided no further defects are revealed by the extension of the abstract, or the papers may be forwarded to the Director for payment by Treasury warrant. In the former case the voucher covering payment should be accompanied by the option, abstract of title, deed, and copy of opinion. In case the title is found to be imperfect, the papers will be returned for the necessary corrections, and the abstract should then be brought up to date and again submitted through the United States attorney for re-examination.

7. In the case of a desert-land entry, when the approval has been given of the purchase of the possessory rights of an entryman, the certificate of the recorder of land titles in the county where the land is situated should be obtained, showing that he has searched the records of his office, and stating whether any instrument of conveyance, assignment or mortgage of the right obtained by the entry referred to there appears.

8. In the case of land covered by a homestead or desert-land entry where an entire legal subdivision is involved a relinquishment to the United States is sufficient, and a certificate should be obtained from the register and receiver of the local land office showing that the entry was valid and subsisting at the time of the relinquishment, and that it had been relinquished and cancelled on the records of the land office. This certificate should accompany the voucher of the special fiscal agent in lieu of the deed or relinquishment, which will be retained in the local land office. Where less than a legal subdivision is to be acquired, which cannot be described in the ordinary way (by quarters and halves), subdivisional surveys should be made and the land lotted. Relinquishment should then be secured of the lot needed as above. See Par. 9, *Letters, Land Taken from*, in Manual.

9. In the public-land States improvements by entrymen are generally regarded as personal property, subject to taxation, and before paying for land to be acquired by relinquishment the certificate of the officer having charge of the tax records in the county should be obtained showing the condition of the property in respect to levy and payment of taxes for the years since the entry.

10. This Form (7-281) may be used as far as it is applicable in making a report of negotiations not concluded, all necessary additional information being given under heading No. 9, when for any reason it is advisable that the matter be further considered by the engineer in charge before final agreement. In this case it should be noted conspicuously on the first page and in the brief on back that it is a report of pending negotiations.

11. The person engaged in right of way negotiations or in negotiations for the purchase of lands will make monthly reports to the engineer in charge of the particular project, to be forwarded to the chief engineer at Washington, D. C.

12. An agreement of sale may be made with any person owning the land in his own right, or with a trustee under a power in a deed, or with a person holding a power of attorney from the owner authorizing him to do so, or with an executor under power in will. A certified copy of the evidence of authority must accompany the papers.

13. The husband and wife must join in the agreement except where the local land laws or the conditions under which the property is held do not require it. It is better, however, to obtain in every case the signatures of both husband and wife. The agreement must state whether the vendor is married or single, a widow or widower.

14. An administrator or an executor without a power to sell in the will has no authority to make a contract for the sale or conveyance of land or of a right of way thereon. In case of the death of the owner without a will, the real estate descends to the heirs; if he dies leaving a will, the real estate goes to the devisees, subject in both cases to the payment of debts of the decedent. The heirs or devisees must all join in the agreement.

15. Neither the guardian of a minor nor the guardian of an insane person has a right to contract to sell or convey the real estate of his ward without special authority from the proper court.

16. Before negotiations for the purchase of any tract are begun, it is important to learn whether the land has been offered for sale, and at what time and price; also what price the present owner paid for the land.

17. Special conditions and limitations may be added, when necessary, to the printed forms of contract in reference to possession of premises, growing of crops, etc., pending final conveyance, but these conditions should be avoided as far as possible, and the time limit of the contract should be fixed with reference to these matters. Ample time should be given in the contract for the preparation of an abstract of title and for consideration of the same by the officials at Washington, D. C. In this connection, see also Manual, *Title Letters, Land Taken from*, Par. 12.

18. For a general discussion of this subject see pages 96 to 100 of Water-Supply Paper No. 93.

7-281.

REPORT ON LAND AGREEMENT.

For.....*purposes.*

.....*project*

Sec....., *T*....., *R*.....*M.*

Belonging to.....

County of.....

State of.....

Submitted by.....

Date....., *191*.....

Memorandum in reference to payment of taxes assessed by El Paso County Water Improvement District No. 1.

Reference is had to paragraph 5 of Mr. Peery's opinion dated March 29, 1919, on title to 0.66 acres of land purchased from Catarino Pedregon and wife.

The assessments made by El Paso County Water Improvement District No. 1 are made yearly at the rate of 30 cents on \$100 valuation. The consideration to be paid for this land is \$100, so, even if assessment were unpaid, the amount involved is something less than 30 cents. The United States has had possession of the particular right of way since, or before, October, 1917, and the District releases from assessment the lands taken by the Service for canal purposes. In view of these facts, and also the fact that the Government looks to the District as a whole for repayment of construction charges, it is recommended that the papers pass without further consideration being given this matter.

C F HARVEY

Clerk.

El Paso, Texas,
April 3, 1919.

Yakima, Wash., March 29, 1919

District Counsel, Edwin H. Peery,

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

Supplemental opinion on title to 0.66 acres of land to be purchased from Catarino Pedregon and wife for the Rio Grande Project, N.M.-Texas.

1. I have examined your opinion of March 18, 1919, together with abstract and other papers transmitted therewith relative to the title of Catarino Pedregon to a tract of land containing 0.66 acres situated in Yaleta Grant in El Paso County, Texas, which tract the United States is proceeding to acquire in pursuance of the agreement dated October 15, 1917, with said Pedregon and Maria B., his wife, to convey the same to the United States for a consideration of \$100.00.

2. On January 7, 1919, I rendered an opinion upon the title to this purchase concluding at the time that the title was not such as could be accepted by the United States. Later in a letter of February 15, 1919, certain steps were pointed out which in my opinion might properly be taken for the perfection of the title.

3. The abstract heretofore submitted with the papers has now been continued and shows a deed (Entry No. 30) from the vendors to the United States. In your opinion title is now vested in the United States.

4. In the certificate to the extension of the abstract it is recited that the abstract does not include taxes for the El Paso County Water Improvement District No. 1. An examination should be made to ascertain whether any taxes of this District are assessed against the land and unpaid.

5. On examination of the abstract, as extended, together with other papers transmitted with your said opinion, I find that on March 5, 1919, date that the abstract closed, good title to the premises embraced in said agreement of sale was vested in the United States by deed of February 28, 1919, from the vendors, unencumbered except for showing that taxes for the El Paso County Water Improvement District No. 1 have been paid. The agreement and deed recite that a portion of the land embraced in the deed is covered by a right of way for the Juan D' Herrera ditch belonging to the United States.

6. After showing that the taxes above mentioned have been paid, or that none have been assessed against said land,

the payment of the consideration named in the agreement may be made in due course, the Fiscal Agent transmitting with the voucher the papers prescribed by the Reclamation Manual in the case of land purchases.

- - -
EDWIN H. PEERY

Encs:

- 1- Opinion of Dist. Cl., dated 3/18/19
- 2- " " " " Titles, dated 2/15/19
- 3- " " Asst. Dist. Cl. Preuss dated 2/19/18.
- 4- " " Dist. Cl., Titles, dated 1/7/19.
- 5- Agreement of Sale
- 6- Deed of Vendors to U.S. and copy
- 7- Blueprints (2)
- 8- Certificate if C. F. Harvey
- 9- Abstract of title #16101 of the Pioneer
Abstract & Guaranty Title Co., 3/5/19.

CC- Ch. Cl. - Wash.

El Paso, Texas, March 18, 1919.

From: District Counsel.

To: Edwin H. Peery, District Counsel, Denver, Col.

Subject: Purchase of .66 of an acre from Catarino Pedregon and wife for the Juan d'Herrera Lateral System - Rio Grande project - New Mexico-Texas.

1. Reference is had to your opinion dated February 15th and other opinions and related papers, which are transmitted herewith for your final review, as requested in paragraph 7 of your opinion.

2. With reference to paragraph 3, certificate of Mr. Harvey has been executed in regard to the County Road.

3. With reference to paragraphs 4 and 5 of your opinion, affidavit of possession has been acknowledged and recorded and appears in the abstract; this affidavit of possession also states that Catarina Pedregon is identical with the affiant, Catarino Pedregon. The County Commissioners' deed running to the United States is also to be found in the abstract of title. The original affidavit of possession is not ready for delivery from the County Clerk's office, but it will be secured and sent in with other supporting papers after you return them.

4. With reference to paragraph 6 of your opinion, the land purchased by the United States has been identified with the land abstracted and the plat on page 3 of the abstract has been embodied in the blueprint accompanying these papers.

5. We do not find that it is necessary to review the foundation of the title at length, in addition to mentioning the matters herein referred to. The abstract has been examined, is brought up to date, and we are of the opinion that good title now vests in the United States and that payment can be made to the grantors.

R.W.Dent

By C.F. Harvey

Encls: - - - -
 Abstract of title. Cert. by Harvey.
 opinions of Mr. Peery dated Feb. 15 &
 Jan. 7, Opinion of Miss Preuss of Feb. 19.
 Orig. contract, orig. deed, copy of deed.
 2 blueprints.

CH

El Paso, Texas, February 28, 1919.

County Clerk for El Paso County,

El Paso, Texas.

Dear Sir:

Transmitted herewith for official record are two
warranty deeds dated February 28, 1919, running from
Catarino Pedregon and wife to the United States.

Very truly yours,

P W DENT CFH

District Counsel.

2 incls.

CFH:T

El Paso, Texas,

FEB 28 1919

County Clerk,
El Paso, Texas.

Dear Sir:

Transmitted herewith for official record is
affidavit of possession, dated January 27, 1919, signed
by Catarino Pedregon.

Yours very truly,

P.W.DENT
By C.F. Harvey

*District
Counsel*

Enc 1.

THE STATE OF TEXAS :
COUNTY OF EL PASO :

Before me, A Notary Public
in and for El Paso County, Texas, on this day personally
appeared Catarino Pedregon 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 purpose
and consideration therein expressed.

Given under my hand and seal of office this 28
day of _____, A.D., 1919.

C M WILCHAR

Notary Public El Paso Co
Texas

STATE OF TEXAS :
COUNTY OF EL PASO:

Before me, A Notary Public
in and for El Paso, County, Texas, on this day personally
appeared P. Ramos, 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 purpose and consideration
therein expressed.

Given under my hand and seal of office this 28
day of Feb, A.D., 1919.

C M WILCHAR

Notary Public El Paso
Co Texas

CERTIFICATE

THIS IS TO CERTIFY That the land granted by quit-claim deed dated July 12, 1889, running from Cristobal Breseno and wife to the use of El Paso County for a road does not encroach upon the land described for canal right of way in agreement dated October 15, 1917, between Gatarino Pedregon and wife and the United States of America. (Reference is had to paragraph 3 of opinion of February 15, 1919, by District Counsel, Edwin H. Peery, and monuments No's. 19 and 21 in the abstract of title).

El Paso, Texas,
February 20, 1919.

C.F. HARTBY

Assistant District Counsel.

El Paso, Texas,
February 20, 1919.

Mr. Catarino Pedregon,
R. F. D. No. 1,
El Paso, Texas.

Dear Sir:

Transmitted herewith to be executed by yourself and wife is a warranty deed running to the United States intended to convey .66 of an acre of land. Please sign and return this deed at your earliest convenience; and when same has been duly recorded we will be in position to pay you the amount due for the Juan D'Herrera Canal right of way.

The taxes on this land were paid up to date January 30, 1918. The Reclamation Service will undertake to pay any further taxes which may have accrued and which may now be unpaid and will make appropriate deduction therefor. You understand, of course, that we cannot accept title until all taxes are paid.

The warranty deed should have a United States Internal Revenue Stamp for 50¢ affixed to it. Please do not overlook this.

Yours very truly,
P.W.DENT
By C.F.Harvey

Enc 1.

District Counsel.

P.S. Returned herewith is affidavit as to possession, which you recently signed. We find it is necessary to put this affidavit upon the official county records, but before it can be recorded it will, of course, have to be acknowledged. You will please acknowledge this and also have Mr. Ramos acknowledge his signature, using the acknowledgement which we have prepared and attached to the affidavit for this purpose.

El Paso, Texas, Feb.19, 1918.

From Asst.District Counsel, A. B. Preuss,
To District Counsel in Charge of Titles, Los Angeles.
Subject: Opinion on title to land of Catarino Pedregon to be conveyed to the U. S. for right of way - Juan d'Herrera Lateral System, Rio Grande Project, New Mexico-Texas.

1. Herewith are transmitted abstract of title No. 14601 and accompanying papers relating to the proposed purchase of .4 of an acre of land from Catarion Pedregon in accordance with agreement dated October 15, 1917, approved November 14, 1917, for a consideration of \$100.

2. The land in question is an irregular narrow strip bordering partly on the present Juan d'Herrera Ditch which is the property of the United States, and lying in the South half of the Southeast quarter of Section Sixteen(16), Township thirty-one(31) South, Range six(6)East, U.S.PLS.Survey, in the Ysleta Town Grant.

3. The dispute between Cinecua and Ysleta(p 7) has no bearing on the land in question at the present time as by the settlement of the dispute, the Act of relinquishment(p 10) and patent from the State of Texas(p 12), the boundaries of the Ysleta Grant were enlarged to the bank of the present Rio Grande on the south, and to the point on the West and

above the former Ysleta Grant to where the river left its old Bed.

4. The land of Vendor including proposed purchase is a part of the old river bed(pp 3 & 29), much of which class of land, so I am informed and believe, is held only by limitation title, there having been only in a few cases, a corporation deed to the first occupant.

5. The Ascarate grant mentioned on page 29 of the abstract reached only to the North bank of the Rio Viejo, its meanderings being plainly described as the Southern boundary of said grant.

6. The tax sale deed dated April 8, 1889(p 30) whereby one, Cristobal Bresenio thru Assessor and Collector of the Town of Ysleta conveys to Max Schutz a certain 4-acre tract in Ysleta is the first entry purporting to relate to the land in question. As no definite description is given in the deed, save that it is in the old river bed and near the residence of Chas.Hoff and adjoining property of Moritz Loewenstein on the West, it is not possible to identify this particular tract with the land conveyed by said Bresenio to Catarino Pedregon, government vendor, described in deed dated July 28, 1899, and abstracted at page 34 of the abstract. However, should this land be identical with the land conveyed, it does not appear that Schutz the grantee under the tax deed was

ever in possession thereof.

7. The two quit-claim deeds from Cristobal Bresenio (pp 31 & 32) conveying right of way for county road and G.H.& S.A.R.R. also throw very little light on the identity of his land.

8. There is nothing to show how Cristobal Bresenio came into possession of the land conveyed by these deeds above mentioned, and by the deed dated July 28, 1888, to Catarino Pedregon, government vendor, nor whether Bresenio's land was included in the deed recorded December 24, 1917, in El Paso County and referred to in statement at page 45 of abstract.

9. It does not appear the said Catarino Pedregon has any title to the land to be purchased other than that which might have been acquired by limitation, the proof of which could be shown probably by affidavit setting forth adverse possession for the statutory period.

- - - - -

Denver, Colorado, February 15, 1919.

District Counsel Edwin H. Peery,

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

Purchase of 0.66 of an acre from Catarino Pedregon and wife for the Juan d'Herrera Lateral System, Rio Grande Project, New Mex.-Tex.

1. I have your letter of February 1, 1919, returning papers in the matter of the above purchase. You express no opinion as to the condition of the title but submit certain matters or papers for my consideration.
2. By letter of November 20, 1918, Assistant District Counsel H. D. Padgett transmitted certain papers relating to the said purchase including a preliminary opinion by Assistant District Counsel A. B. Preuss which was to the effect that no valid title was shown by the abstract to have been vested in the vendor. My opinion of January 7, 1919, followed in which certain defects were pointed out and steps indicated to perfect title.
3. In said opinion attention was called in paragraph 5 to a right of way granted for a road and suggestion made that it be shown that the same did not conflict with the proposed purchase. You state that after a conference with Mr. George W. Hoadley, Field Assistant, and an examination of the property maps that the right of way granted, as shown at No. 18 of the abstract, is an El Paso county main road and is at a considerable distance from the right of way to be purchased. I would suggest in this connection that the information be embodied in a separate certificate so as to accompany and serve as a part of the abstract.
4. It appeared that the predecessors in interest of the vendors had no source of title from the state or from the Ysleta Grant, in which the purchase is situated. It was suggested that if no deed could be shown from the Grant, or from the county commissioners representing the Grant, a showing be made of adverse possession in the vendor and his predecessors for the statutory period of limitations so as to bring the case within the operation of the general deed of the county commissioners to the United States dated November 16, 1918, and recorded in Book 327, page 376, Records of El Paso County, Texas. An affidavit by the vendor supported by one from P. Ramos is submitted which appears to present a good showing of adverse possession for the statutory period. This possession should correspond with the conditions named in the deed referred to, which conditions as I recall were that the land should be subject to a purchase by the United States and that a showing of adverse possession be made for the statutory period of limitations. I suggest a careful comparison between the showing in the affidavit and that required by the deed although I am of opinion from my recollection that the showing is sufficient.

5. The affidavit should be recorded as with the deed from the county it makes the conveyance complete. If these conditions are fulfilled it would appear that title has passed to Catarina Pedregon, who it is explained in said affidavit is the same person as the vendor, Catarina Pedregon.

6. Relative to the identification of the purchase with the tract covered by the abstract, you state that you will make the proper references in the deed. This is a case where a blue print is especially called for and the same should accompany the papers when finally submitted.

7. I do not think it would be advisable at this time to encumber the records with a final opinion upon the title. I suggest that the other steps mentioned in my said opinion be fulfilled as indicated, the abstract extended to include all papers and the same submitted for final opinion, which can be rendered when the voucher is transmitted for payment. I would also appreciate your opinion upon the title if you find it possible to give the same your attention. Attention should be given to the payment of taxes.

CC-Chief Counsel, Wash. D. C.

Edwin H. Peery.

Encs:

1. Opinion of District Counsel Peery, 1-7-19.
2. " " Asst. " " Preuss, 2-19-18.
3. Agreement of sale.
4. Affidavits of Catarino Pedregon and R. Ramos.
5. Abstract No. 14601 of the Pioneer Abstract Co.

El Paso, Texas, February 1, 1919.

From: District Counsel.

To: Edwin H. Peery, District Counsel, Denver, Colo.

Subject: Opinion on title to .66 of an acre of land embraced in agreement with Catarino Pedregon and wife, to be purchased for right of way - Juan d'Herrera Lateral System - Rio Grande Project, New Mexico-Texas.

1. Reference is had to your opinion dated January 7, 1919.

2. With reference to paragraph 5 of your opinion, you are advised that after conference with Geo. W. Hoadley, Field Assistant, and examination of the property maps, I can say that the road, right of way for which was granted, as shown in muniment No. 18 of the abstract, is an El Paso County Main Road and is at considerable distance from the right of way for canal that is to be conveyed to the United States.

3. With reference to paragraph 6 of your opinion, District Counsel has prepared an affidavit which has been executed by the proposed grantor showing his possession of the land for more than ten years and this affidavit is transmitted herewith for your opinion as to its efficiency.

4. In reference to paragraph 7 of your opinion, reference is made to the quitclaim deed running from County Commissioners to the United States, dated November 16, 1918, recorded in book 327 page 376, which is the same instrument that you refer to in your opinion and which has been accepted by the proper officers of the Washington office of the Reclamation Service.

5. With reference to paragraph 8 of your opinion, this office will make reference to the former conveyance when drawing the deed running to the United States, in order that the land may be identified as a portion of that land granted by the deed running from Cristobal Brizeno to Catarino Pedregon.

6. The matter of the spelling of the grantee's name is also cleared up by the affidavit as to possession, above referred to.

- - - - - P.W.DENT

Ens. Opinion of Asst. Dist. Counsel By C.F. Harvey
Preuss-Opinion of Dist. Counsel Peery-
Agreement to Sell-Abstract-Affidavit
of possession.

AFFIDAVIT OF POSSESSION

STATE OF TEXAS :
COUNTY OF EL PASO: ss.

Catarino Pedregon of lawful age, whose post office address is R.F.D., El Paso, Texas, being first duly sworn on oath deposes and says:

That the grantee in deed of July 28, 1899, recorded in Book 46, page 306, Records of El Paso County, Texas, described as Catarina Pedrigon, is identical with affiant, Catarino Pedregon.

Affiant further says that the tract of land described in said deed last named, being the same tract covered by Abstract of Title #14601 of the Pioneer Abstract Company, is the same tract of land, a portion of which affiant and his wife, Maria B. Pedregon, agreed to convey to the United States of America in agreement dated October 15, 1917; and that affiant and his predecessors in interest or title has been in open, notorious, adverse, exclusive and continuous possession of said land for more than ten years, claiming to be the owner thereof and that no person claiming an interest adverse to affiant or his predecessors in interest or title has during said period been in possession of said land or any part thereof.

Catarino Pedregon

Subscribed and sworn to before me this 27 day of
Jany, A.D., 1919.

VOLNEY M BROWN
Notary Public in and for El Paso
County, T e x a s.

STATE OF TEXAS :
COUNTY OF EL PASO: ss.

P RAMOS of lawful age, whose post-office address is R F D #1 El Paso Tex, being first duly sworn on oath deposes and says: ^{had read to him} That he has read the above and foregoing affidavit of Catarino Pedregon and knows of his own knowledge that the matters and things therein stated are true; that affiant is in no wise related to the said Catarino Pedregon and has no interest financially or otherwise in the tract of land described.

P RAMOS

Subscribed and sworn to before me this 27 day of
Jany, A.D., 1919.

VOLNEY M BROWN
Notary Public in and for ELPaso
COUNTY TEXAS

El Paso, Texas,
Jan. 24, 1919.

Mr. Catarino Pedregon,
R. F. D., El Paso, Texas.

Dear Sir:

I enclose herewith two affidavits which it is necessary to have in connection with the land which you have contracted to sell to the United States.

Sign and acknowledge these affidavits before a notary public and have someone else familiar with the tracts, corroborate the same, as provided in the forms. The papers should then be returned promptly to this office for further action.

Yours very truly,

P.W.DENT

Enc 2.

District Counsel.

Denver, Colorado, January 7, 1919.

District Counsel Edwin H. Peery,

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

Opinion on title to .66 of an acre of land embraced in agreement with Catarino Pedregon and wife, to be purchased for right of way - Juan d'Herrera Lateral System - Rio Grande Project, N.M.-Texas.

1. I have considered the opinion of Assistant District Counsel A. B. Preuss of February 19, 1918, together with abstract and papers transmitted with the letter of Assistant District Counsel H. D. Padgett of November 20, 1918, relating to the title of Catarino Pedregon and wife, Maria B., to a parcel of land containing .66 of an acre, of which .26 of an acre is occupied by the old Juan d'Herrera Ditch belonging to the United States. The land in question is embraced in the agreement of October 15, 1917, of said parties to convey the same to the United States for a consideration of \$100.00.

2. The tract of land in question lies within the limits of the right of way strip of the Juan d'Herrera Lateral where it extends thru the land of the vendors and in the $E\frac{1}{2}$ $SE\frac{1}{2}$ of Section 16, Township 31 South, Range 6 East, N.M.P.M., U. S. Reclamation Service Survey, and within the limits of the Yaleta Grant in El Paso County, Texas. The particular portion covered by the agreement and proposed to be conveyed to the United States lies to the North of the old Juan d'Herrera Ditch, which lateral belongs to the United States, the North line of said ditch apparently being the South line of the property of the vendors.

3. The Assistant District Counsel correctly finds that no title is shown in the vendor, who, so far as the abstract discloses, holds possession of a tract of land, supposed to be that in which the purchase is situated, under a deed from Cristobal Briseno dated July 28, 1899 (abstract No. 20). No title is shown in the grantor named in this deed.

4. At entry No. 17 of the abstract is shown a tax sale certificate to Max Schutz covering a tract of land, which apparently is the same as that conveyed to Catarino Pedregon. No further proceedings appear to have been taken by Schutz to perfect his title or to obtain possession of the land. In my opinion the tax sale certificate may be disregarded on the ground of lapse of time since its execution.

5. At entry No. 18 is a conveyance to El Paso County, Texas, of a right of way for a road. It should be shown whether or not any road conflicts with the land proposed to be conveyed and if so, whether it interferes with the operation of the proposed canal.

6. The title is not in condition for acceptance and the papers must, therefore, be returned in order that proper steps be taken to show good title in the vendor. If original deeds cannot be found perfecting

the title reliance may be had upon the statute of limitations and proper showing may be made that the vendors and their predecessors in interest have held adverse possession of the tract of land described in the deed from Cristobal Briseno to Pedrigo for the necessary period to bar the assertion of adverse claims.

7. If no deed can be found from the Ysleta Grant or from the County Commissioners, representing said Grant, reliance may be had upon the general deed recently executed by the County Commissioners relinquishing the rights of the state, or of the Grant, to land to be used by the United States for Reclamation purposes upon showing of adverse possession for the statutory period of limitations in the vendor to the United States.

8. The tract described in the deed from Cristobal Briseno to Catarina Pedrigo, which is the same as that covered by the abstract, should be identified with the land from which the purchase is taken by reference to the parties to and the date and record of said deed.

9. It is noted that the grantee's name in the deed referred to is spelled "Catarina Pedrigo". It should be shown that the grantee is the same person as the Government vendor, Catarina Pedregon. The difference in the spelling of the Christian name is important as the two indicate different sexes.

10. The papers are therefore returned suggesting a completion of the title in the manner above indicated. After title is completed to your satisfaction the papers should be returned with your opinion for further consideration.

CC-Chief Counsel, Wash. D.C.

Edwin H. Peery.

Encs:

1. Opinion of Assistant District Counsel.
2. Agreement of sale.
3. Blue print.
4. Abstract No. 14601 of the Pioneer Abstract Co.

El Paso, Texas,
Nov. 20, 1918.

From: H. D. Padgett, Asst. District Counsel.
To: E. H. Peery, District Counsel, Denver, Colo.
Subject: Opinion on Title to land of Catarino Pedregon to be
Conveyed to the United States for Right-of-way-Juan
d'Herrera Lateral System-Rio Grande Project-N.M.-Texas.

1. I find in the file for the above subject, original letter of February 19, 1918, addressed by Asst. District Counsel Pruess to you, which was evidently delivered to you when you were in this office.

2. As it appears that you have rendered no opinion on this title, I am enclosing the above mentioned letter, together with abstract, copy of contract and blue print showing the location of the land, for your consideration.

Enc 4.

H D Padgett

El Paso, Texas, Nov. 20, 1917.

Pioneer Abstract Company,
National Bank Bldg.,
El Paso, Texas.

Gentlemen:

Please prepare an abstract covering land described in copy of agreement herewith, which agreement kindly return with completed abstract of title.

Very truly yours,

Asst. District Counsel.

El Paso, Texas, Nov. 20, 1917.

The County Clerk,
El Paso, Texas.

Dear Sir:

Herewith is inclosed for recordation Agreement to Sell, dated September 26, 1917, entered into between Catarino Pedregon and wife, and the United States of America for acquisition of right of way - Reconstruction of Juan d'Herrera Lateral.

Very truly yours,

Asst. District Counsel.

El Paso, Texas, Nov. 20, 1917.

Mr. Catarino Pedregon,
R.F.D., El Paso, Texas.

Dear Sir:

This is to advise you that your agreement to sell certain land to the United States for reconstruction of Juan d'Herrera Lateral has been approved by the Director.

An abstract has this day been ordered and after receipt of same, title to the land in question will be considered and you will be further advised as to status of the transaction if additional evidence of title is required.

Very truly yours,

Asst. District Counsel.

El Paso, Texas, Nov.5, 1917.

From Asst. District Counsel, A. B. Preuss,
To Chief of Construction, Denver.
Subject: Contract with Catarino Pedregon et ux, dated
October 15, 1917, for purchase of right of way
for reconstruction of Juan d'Herrera Lateral -
Rio Grande Project.

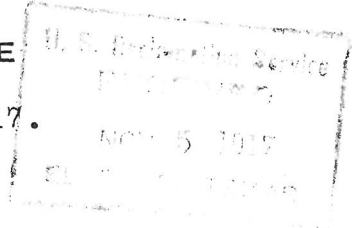
1. Report on Land Agreement relating to the
above described contract is herewith returned properly
approved as requested in your letter to the Project
Manager, dated November 2, 1917.

Inc.

Report on Land Agreement.

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

Denver, Colorado, November 2, 1917.



From Acting Chief of Construction,
To Project Manager, El Paso, Texas.

Subject: Contract with Catarino Pedregon, et ux., dated October 15, 1917 for purchase of right of way for reconstruction of Juan d' Herrera Lateral - Rio Grande Project.

1. Your form letter dated October 25, 1917 transmitting the above mentioned contract thru this office to the Director and Chief Engineer, in accordance with paragraph 3, subdivision (a), page 202 of the new Manual, was received on October 31, 1917.

2. The original report on land agreement dated October 25, 1917 by the engineer in charge of negotiations does not bear your approval and the same is returned therefor with the request that you attend to this matter as early as practicable so as to avoid delay in the transmission of the papers to the Director.

3. The other related papers transmitted by your form letter will be retained in this office pending receipt of the report on land agreement duly approved.

- - - - - *R. F. Walter*

Enc.
Orig. report on land agreement.

CC - D.C., El Paso, Texas.

CFH:T

El Paso, Texas,

Pioneer Abstract & Title Co.,

El Paso, Texas.

Gentlemen:

Enclosed is abstract of title No. 14601 relating to land owned by Catarino Pedregon.

Please have this abstract brought up to date, including a warranty deed running from Catarino Pedregon to the United States, an affidavit as to possession signed by Catarino Pedregon, which has recently been recorded, and a showing as to taxes.

Yours very truly,
P.W.DENT
By C.F.Harvey

Enc 1.

District Counsel.

0.66 acre

CERTIFICATE

I HEREBY CERTIFY That the land described in attached agreement dated October 15, 1917, with Catarino Pedregon and Maria B. Pedregon, his wife, is necessary for purposes authorized by the Reclamation Act, viz: for right of way for the reconstruction of Juan d'Herrera Lateral, Rio Grande Project, New Mexico-Texas. In my opinion the consideration agreed upon is reasonable and I recommend that the contract be approved.

Project Manager.

El Paso, Texas,
October 25, 1917.