

780 BOWINGTON, ELIZABETH

WARRANTY DEED 131

MESA DEATN

0023-00 ~~34~~-0013-00

19-(13) TEXAS

19/8  
RIO GRANDE

1 21

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

KNOW ALL MEN BY THESE PRESENTS:

That I, **Elizabeth Bowington**, individually and as Independent Executrix of the Estate of **K. N. Bowington, Deceased**, I being at present a widow, of the County of El Paso, State of Texas, in consideration of the sum of **Three hundred seventy and 0/100** DOLLARS,

to me in hand paid by **The United States of America,**

the receipt of which is hereby acknowledged  
 have 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~~

~~XXXX~~

~~XX~~

, 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 one hundred and twenty (120) feet wide, situated in the east half of section twelve (12), township thirty-three (33) south, range seven (7) east, United States Reclamation Service survey, being portions of Survey No. 102 and Lot 4, Block C of the San Elizario Grant, said tract being bounded and described as follows: Beginning at the southwest corner, a point on the property line between land of the Grantor herein and Lamar Davis, from which the southeast corner of said section twelve (12) bears south 19°23' east one thousand six and six-tenths (1006.6) feet; thence north 38°07' west one thousand nine hundred twenty-six and eight-tenths (1926.8) feet; thence north 40°25' west four hundred fifty-six (456) feet; thence north 22°59' east along the property line between property of the Grantor herein and C. E. Kellogg one hundred thirty-one and nine-tenths (131.9) feet; thence south 38°07' east two thousand seventy-nine and three-tenths (2079.3) feet; thence south 21°28' west along the property line between land of the Grantor herein and Lamar Davis one hundred thirty-nine and two-tenths (139.2) feet to the point of beginning; said tract of land containing six and six-tenths (6.6) acres, more or less;

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**

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

**The United States of America and its**

~~assigns~~ assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.  
 WITNESS my hand at **El Paso, Texas**, this 31st day of

July A. D. 1918

Witnesses at Request of Grantor

**ELIZABETH BOWINGTON**

Individually and as Independent Executrix of the Estate of **K. N. Bowington, Deceased.**

THE STATE OF TEXAS, }

COUNTY OF EL PASO.

A Notary Public

BEFORE ME, U S Goen

in and for El Paso, County, Texas, on this day personally appeared Elizabeth Bowington, individually and as independent executrix of the estate of K N Bowington deceased

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. and in the capacities therein stated.

Given under my hand and seal of office this 31st day of July A. D. 1918

Notary Public El Paso County Texas

THE STATE OF TEXAS, }

COUNTY OF EL PASO.

BEFORE ME,

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

wife of

known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same by me fully explained to her, she, the said

acknowledged such instrument to be her act and deed,

and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

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

THE STATE OF TEXAS, }

COUNTY OF EL PASO.

I, W D Greet Clerk of the County Court

of said County do hereby certify that the above instrument of writing, dated on the 31 day of July, A. D. 1918 with its certificate of authentication, was filed for record in my office this 21 day of August A. D. 1918, at 8:30 o'clock A. M. and duly recorded the 2 day of August A. D. 1918 at 10:28 o'clock A. M. in the records of said County, in Volume 323 on pages 417

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.

I H Woodard

By 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.

ELLIS BROS. PRINTING CO., EL PASO

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

Know all Men by these Presents:

THAT Mrs. Elizabeth Bowington individually & as Independent Executrix of  
Estate of K.N. Bowington, Deceased, and T. M. Wingo  
of the County of El Paso, State Texas for and in consideration of the  
sum of One and No/100 (\$1.00) - - - - - DOLLARS,

to them in hand paid by the United States of America acting pursuant to the  
Act of Congress of June 17, 1902 (32 Stat., 388),

~~of the County of~~ the United States of America, the receipt whereof is hereby  
acknowledged, do by these presents Bargain, Sell, Release and Forever Quit-Claim unto the said United States  
of America, its successors

~~and~~ and assigns all their right, title and interest in and unto that tract or parcel of land lying in the County  
of El Paso, and State Texas, described as follows, to-wit:

A tract of land situated in the Southwest quarter (SW $\frac{1}{4}$ ) of Section  
one(1), and the Northwest quarter (NW $\frac{1}{4}$ ) of Section twelve(12), Township  
thirty-three(33) South, Range Seven(7) East of the U. S. Reclamation  
Service Survey, said tract being a portion of the El Paso Valley Mesa  
Drain, and is described as follows: Beginning at a point in the east  
property line of land of grantors, from which point the Northwest corner  
of said section twelve(12) bears North 67° 27' West two thousand one  
hundred twenty-four and seven-tenths (2124.7) feet distant; thence North  
42° 31' West one thousand two hundred forty-eight and two-tenths (1248.2)  
feet; thence North 22° 36' West six hundred sevety-six and six-tenths  
(676.6) feet; thence North 53° 34' East fifty-eight and seven-tenths (58.7)  
feet along the property line between lands of grantor and J. A. Hallehan;  
thence along the property line between lands of grantor and G. H. Wheeler  
South 46° 06' East forty-five (45) feet to a point from which the Southwest  
corner of said section one(1) bears South 51° 58' West one thousand one  
hundred ninety-one and two-tenths (1191.2) feet distant; thence continuing  
along said property line South 14° 57' East four hundred seventy and six-  
tenths (470.6) feet; South 31° 01' East one hundred eighty-two (182) feet;  
South 48° 47' East five hundred thirteen and one-tenth (513.1) feet; and  
South 47° 04 $\frac{1}{2}$ ' East five hundred eighty-five and four-tenths (585.4) feet;  
thence along said east property line of land of grantors South 1° 41'  
West two hundred one and four-tenths (201.4) feet to the place of beginning;  
said tract contains three and two-tenths (3.2) acres, more or less.

TO HAVE AND TO HOLD all their 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  
United States of America, its successors

~~and~~ and assigns forever.

WITNESS our hands this the 8th day of October, A. D. 1917...

Witnesses at Request of Grantor

Mrs. Elizabeth Bowington,  
individually & as independent  
executrix of Est. of K.N. Bowington,  
deceased.  
T. M. Wingo

Corrected as to Engineering Data E.W.H.

QUIT-CLAIM DEED

SINGLE AND WIFE'S SEPARATE  
ACKNOWLEDGMENTS

TO

Filed for record, this

day of 1917, at

o'clock and minutes M.

Clerk.

By Deputy.

El Paso

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

Before me, U. S. GOEN, A Notary Public in and for  
El Paso County, Texas, on this day personally appeared Mrs. Elizabeth Bowington

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, and in the capaci-  
ties therein stated.

Given under my hand and seal of office, this 8th day of October, A. D. 1917.

W. S. Goen,

( Seal )  
My commission expires June 1, 1919.

Notary Public El Paso Co. Texas.

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

Before me, Maude E. Healy, Notary Public in and for  
El Paso County, Texas on this day personally appeared T. M. Wingo wife of

known to me to be the person whose name is subscribed  
to the foregoing instrument, and having been examined by me privately and apart from her husband, and having  
acknowledged to me that he executed the same

~~the same by me fully explained to her, she, the said,~~ acknowledged such instru-  
ment to be her act and deed, and declared that she had willingly signed the same for the purposes and consid-  
eration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this 8th day of October, A. D. 1917.

Maude E. Healy

( Seal )  
My Commission expires June 1, 1919.

Notary Public in & for El Paso  
County, Texas.

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

I, Clerk of the County

Court of said County, do hereby certify that the above instrument of writing, dated on the  
day of, A. D. 1917 with its certificate of authentication, was filed for record in my  
office this day of, A. D. 1917, at o'clock M.  
and duly recorded the day of, A. D. 1917, at o'clock M.  
in the records of said County, in Volume 313 on Pages 409

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

Clerk County Court, El Paso County, Texas.

By, Deputy.



## REPORT ON LAND AGREEMENT

### DEPARTMENT OF THE INTERIOR UNITED STATES RECLAMATION SERVICE

INFORMATION relating to agreement made **February 16,**

191 **8**, with

**Elizabeth Bowington individually & as Independent Executrix of the Estate of K. H. Bowington, deceased.**

for the purchase of land required for **El Paso Valley Mesa Drain**

purposes, **Rio Grande** Project, **El Paso**

County, **Texas.**

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

**A tract of land situated in E $\frac{1}{2}$ , Sec. 12, Tp. 33, S., R. 7 E., U.S.R.S. containing 6.60 acres, more or less.**

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.

**San Elizario 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.

**Mrs. Elizabeth Bowington, Widow.**

**Address: 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.

**Owner is in possession.**

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

**Land is subject to right of way by virtue of water users' Assoc. (El Paso Valley Water Users' Assoc.)**

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.

Land to be acquired is as follows: 2.6 acres sand hill,  
2.4 " in corn,  
.8 " " alfalfa,  
.8 old river bed.

Cultivated land	\$100	per	acre
Sand hills	10	"	"
River bed	30	"	"

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 Salitral Ditch.**

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

**\$100 to \$200 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 **February 27, 1918.**

~~191~~

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

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

Approved:

**L. M. LAWSON,**

*Project Manager.*

THIS AGREEMENT, made this 18th day of Februarynineteen hundred and eighteen, between ELIZABETH BOWINGTON individually  
and as independent executrix of the Estate of K.B. Bowington, Deceased,  
and El PasoCounty, El Paso, for her self, her heirs, legal represen-  
tatives, and assigns, hereinafter styled the vendor, and The United States of America and its assigns byL. M. LANSO, 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 one hundred twenty(120) feet wide situated in the East half(2 $\frac{1}{2}$ ) of Section twelve(12), Township thirty-three(33) South, Range seven(7) East, of the U. S. M. S. Survey, being portions of Survey No. 102 and Lot four(4), Block "C" of the San Eliscario Grant, said tract being bounded and described as follows: Beginning at the Southwest corner, a point on the property line between land of Vendor and Lamar Davis, from which the Southeast corner of said Section twelve(12) bears South 19°25' East one thousand six and six-tenths (1006.6) feet, running thence North 33°07' West one thousand nine hundred twenty-six and eight-tenths (1926.8) feet; thence North 40°25' West four hundred fifty-six (456) feet; thence North 32° 50' East along the property line between property of Vendor and C. E. Kellogg one hundred thirty-one and nine-tenths (131.9) feet; thence South 42°31' East two hundred ninety-seven and two-tenths (297.2) feet; thence South 33°07' East two thousand seventy-nine and three-tenths (2079.3) feet; thence South 21° 25' West along the property line between land of Vendor and Lamar Davis one hundred thirty-nine and two-tenths (139.2) feet to the point of beginning, said tract containing six and sixty-hundredths (6.60) acres, more or less.



~~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.....

**THREE HUNDRED SEVENTY and 10/100 (\$870.00)** .....

.....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 February 21, 1918, notwithstanding earlier delivery of the deed as herein provided, and may harvest and retain the crops thereon until February 21, 1918; 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).

SUBJECT:

DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

Yuba City, California, P.O.Box 115.  
July 23, 1918.

From District Counsel Edwin H. Peery,

To C.F. Harvey, Clerk, El Paso, Texas.

Subject: Purchase from Elizabeth Bowington of  
land for Rio Grande Project, N.M., -Tex.

1. I have your letter of the 17th stating that the vendor, Mrs. Elizabeth Bowington will probably be unable to show a continuous holding of the land to be purchased under the defective deed mentioned in the abstract at entry No. 22, to which attention was called in my former opinions.

2. You state that Mrs. Bowington took title to this land under deed dated July 10, 1907. Under these circumstances it will be sufficient if she makes affidavit that she has since the date of her said deed held the land claiming title through the defective deed referred to, as a part of her chain of title. Presumably there will be no difficulty in her making such an affidavit.

Edwin H. Peery.

State of Texas, County of El Paso, ss:

I DO SOLEMNLY SWEAR That K. N. Bowington, now deceased, who was my lawful husband on July 10, 1907, took title to and possession, together with myself, of land described as Survey No. 102 of the San Elizario Grant, El Paso County, Texas, in which is included part of the land described in agreement to sell dated February 16, 1918, and recorded in Book of Deeds 318, page 460, and that, as to my interest in said Survey No. 102, I have held, since July 10, 1907, to the present date, continuous possession with, and since the decease of, said K. N. Bowington.

Subscribed and sworn to before me at El Paso, Texas, this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 1918.  
My commission expires \_\_\_\_\_.

---

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

CH

El Paso, Texas, July 29, 1918.

Mr. U. S. Goen, Attorney at Law,  
306 Mills Building,  
El Paso, Texas.

Dear Sir:

Inclosed is an affidavit for Mrs. Bowington to swear to and which we believe will answer the requirements of the case in clearing the criticism to her title.

There is also inclosed a warranty deed for execution by Mrs. Bowington and return to this office.

With this deed recorded and the abstract brought up to date, which matters we will attend to without delay, we will be in a position to make final payment.

Very truly yours,

P W DENT CPH

District Counsel.

2 incls.



El Paso, Texas, August 6, 1918.

Pioneer Abstract Company,  
First National Bank Building,  
El Paso, Texas.

Gentlemen:

Transmitted herewith to be brought up to date, is  
your abstract No. 15067 for land belonging to the K. H.  
Beverington Estate.

Very truly yours,

C F HARVEY

Assistant District Counsel.

incl.

*abstract sold. Co.  
by Stewart  
Aug 6-18*

W.D. 7/31/18  
 Recorded 8/8/18 Book 323 Pg 417  
 Right of Way Through Property of  
 K.N. Bowington Est.

6.60 Acres

T. 33 S.

R. 7 E.  
 R. 8 E.

SUR. 102

Lot 4  
 Block "C"

Lamar Davis

Lamar Davis

Delfino Areas

Delfino Areas

Delfino Areas

12 7  
 13 18

#15

Scale 1"=500'

Department of the Interior  
 U. S. Reclamation Service  
 Rio Grande Project N.M. - Texas  
 EL PASO VALLEY DRAINAGE  
 MESA DRAIN  
 R of W

Field Work F.C.S.  
 Drawn CMA

El Paso Aug. 1917

$\Delta = 4^{\circ}24' L$   
 $D = 1^{\circ}0' L$   
 $T = 220.08$   
 $L = 404.0$   
 $R = 6227.37$   
 $C = 100'$

C.E. Kelly 1099

RT. 297+45.2  
 NR 22+59.2  
 RC 293+03.2

Pl. 295+23.3  
 $\Delta = 4^{\circ}24' L$   
 $D = 1^{\circ}$

S 38° 07' E  
 T 50' 1.2  
 N 38° 07' W

2079.3  
 Drain

1926.8

52° 28' W  
 274+00  
 139.2

519° 25' E  
 1006.6

We, the undersigned members of the board designated to fix the value of the land proposed to be purchased by the United States of Elizabeth Bowington, as right of way for the El Paso Valley Mesa Drain, Rio Grande project, as shown upon agreement to sell hereto attached, find that the fair and reasonable value of said land and rights is

\$ 370 %100.

River- bed @ \$0.00 per acre

Sand- hills " 10.00 "

Cultivated lands @ 100.00 "

Milton S. Graves.

Representative El Paso Valley  
Water Users' Assn.

Geo. W. Hoadley  
Representative U. S. Reclamation  
Service.

El Paso, Texas,

Jan. 14-1918.

**CERTIFICATE.**

I HEREBY CERTIFY That the land described in attached agreement dated February 16, 1918, with Elisabeth Bowington, is necessary for purposes authorized by the Reclamation Act, viz: for right of way for the El Paso Valley Mesa Drain, 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,  
February 27, 1918.**



El Paso, Texas, July 17, 1918.

From C. F. Harvey, Clerk,

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

Subject: Land purchase to be made from Elizabeth Bowington - Rio Grande project.

1. Receipt is acknowledged of your letter of the 13th instant.

2. We are paying the taxes due, and I have examined the probate records and made a certificate which will satisfy the requirements as to indebtedness against the estate. Mrs. Bowington is independent executrix of the estate.

3. In reference to defective description appearing in entry No. 22 of the abstract, I note you will waive this defect "if an affidavit is furnished reciting the erroneous description, the intention to convey said Lot 102, and that the grantees in the deed, naming them, and their successors in interest have since the date thereof held and claimed said lot or survey under said deed."

4. If these facts must be sworn to by some one that knows personally who was on the land all this time, I am afraid that Mrs. Bowington will never be able to show satisfactory title, as there does not appear to be anyone on earth that can make such a statement. As stated in our last letter, this deed is pretty old, and Mr. Goen, attorney for Mrs. Bowington, is not personally acquainted with the parties who took title under the instrument in question and can suggest no one that is. There seems to have been some land speculation by Kansas people, and these are not known even to certain El Paso residents who have been interested in this land or near-by tracts.

5. Bowington took title to Survey 102 under a deed dated July 10, 1907, or more than ten years ago, and it is possible that a certificate could be secured from Mr. Goen and one Kellogg, who is familiar with the land in this vicinity, as to the quality of the Bowington possession since the date named.

6. I await your further suggestions.

C F HARVEY (In Absence of Mr. Dent.)

CH

El Paso, Texas, August 1, 1918.

County Clerk for El Paso County,

El Paso, Texas.

Dear Sir:

Transmitted herewith for official record is warranty deed dated July 31, 1918, running from Elizabeth Bowington to the United States of America.

Very truly yours,

P W DENT CFE

District Counsel.

Incl.

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

Witnesses :

**U. S. CORN**

of **El Paso, Texas**

of

of

of

**ELIZABETH BOWINGTON,**

**Individually and as Independent**

**Executrix of the Estate of K. N. Bowington, deceased.** *Vendor.*

**L. H. LAWSON,**

*For and on behalf of the United States.*

STATE OF **Texas**

COUNTY OF **El Paso**

} ss :

I, **R. C. WALSH**

a

**Notary Public**

in and for said county, in the State aforesaid, do hereby certify that **Elizabeth Bowington**

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

**she**

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

I further certify that I did examine the said

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

foregoing instrument, and upon that examination declared that did voluntarily sign, seal, and acknowledge the same without any coercion or compulsion, and do not wish to retract the same.

Given under my hand and official seal, this **16th** day of **February**, 191**8**.

[SEAL.]

**R. C. Walsh**

**Notary Public (Seal)**

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

Approved , 191

Article 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.



El Paso, Texas, March 27, 1918.

Pioneer Abstract Company,  
First National Bank Building,  
El Paso, Texas.

Gentlemen:

Please furnish an abstract of title for land held by Elizabeth Bowington (K. H. Bowington Estate), in the E $\frac{1}{2}$  sec. 12, T 33 S, R 7 E, U.S.R.S. survey, being portions of Survey No. 102 and Lot 4, Block C, of the San Elizario Grant, El Paso County, Texas. The parcel of land which we wish covered by the abstract is shown on the inclosed blueprint and more fully described in contract dated February 16, 1918, made between the above individual and estate, and the United States, which is to-day being sent to the County Clerk's office for official record.

Very respectfully,

P W DENT OPA

District Counsel.

incl.

DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

El Paso, Texas, Feb. 27, \_\_\_\_\_, 1918.

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

Subject: Forwarding contract for approval.

Agreement dated **February 16, 1918.**

**Rio Grande**

Executed by **L. M. LAWSON, Project Manager.**

With **ELIZABETH BOWINGTON**

Estimated amount involved, \$370.00

(See Gen'l Order No. 124)

**Purpose of agreement:** Acquisition R/W El Paso Valley Mesa Drain  
(See instructions on back, Pars. 4 and 5)

(See instructions on back, Pars. 4 and 5)

**Authority No. 6.**

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.

of the approval of the above.

**Inc.**

Orig. & 3 copies agt.  
Rpt. on Lnd. Agt.  
Cert. P.M.  
Two blue prints.

**L. M. LAWSON,**  
(Signature.)

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

Approved by *Merrill*

MAR 19 1918

Date of approval **MAR 19 1918**

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

Original enclosed for record  
and further appropriate action

G—1533

Chief of Construction

# CONCEPT

Respectfully transmitted to Director, Washington, for approval; Denver, Colo., March 9, 1906.  
10 Encls: One & a cover for letter

POSSESSORY CERTIFICATE.

Rio Grande Project,  
El Paso, Texas, June 27, 1918.

I, Geo. W. Headley, Field Assistant, United States Reclamation Service, certify that I have personally examined the land sought to be acquired by the United States from Elizabeth Bowington, in the E $\frac{1}{2}$  sec. 12, T. 33 S., Range 7 East, U. S. Reclamation Service survey, El Paso County, Texas, for the Rio Grande project, and that the said proposed Vendor was in actual, sole, and exclusive possession of the land, claiming to be the owner thereof, and no person claiming a right in such land adverse to the Vendor is in possession of any part of it.

---

GEO W HEADLEY

Field Assistant.

CH

El Paso, Texas, March 27, 1918.

The County Clerk of El Paso County,

El Paso, Texas.

Dear Sir:

Transmitted herewith for official recording are four contracts between the United States and different parties, of names and dates as follows:

A. T. Celum and Emma Celum, his wife, dated February 12, 1918.

I. C. Gaal and others, dated February 7, 1918 (accompanied by extra blueprint on cloth, to be used in recording).

Monte H. Tooley and W. L. Tooley, dated February 22, 1918.

Elizabeth Bowington, dated February 16, 1918. ✓

Very respectfully,

P W DENT CFE

District Counsel.

Incl. 4 contracts.  
cloth print.



(C O P Y)

Department of the Interior,  
United States Reclamation Service

Washington, D. C.  
April 11, 1918.

From Chief Counsel.

To District Counsel Dent, El Paso, Texas.

Subject: Acceptance of certificates of title in land purchases - Rio Grande Project.

1. Reference is made to your letters of December 4, 1917, and January 21, 1918, office letter of February 2, 1918, and your letter of April 4, 1918, upon the above subject.

2. Authority is given in the case of land purchase from W. L. Tooley and in all other cases of a like nature, to accept a guaranty certificate of title issued by Stewart Title Guaranty Company of El Paso, Texas, in lieu of abstract of title.

(Signed) WILL R KING

Copy to D.C. in Charge,  
Denver.

El Paso, Texas, May 4, 1916.

From C. F. Harvey, Clerk.

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

Subject: Forwarding title papers for examination.

1. The following abstracts, with agreement to sell and blueprint for each case, are forwarded herewith for your examination:

I. G. Gaal  
J. H. Bradt  
Luis Torres  
Jesus Dominguez  
Elizabeth Bowington —  
Antonio Lessich  
C. H. Cottingham

2. With the exception of the last two cases, I believe these are all new with you. The Antonio Lessich abstract was returned for the purpose of having additional land included in it, and your notes in regard to this matter are also inclosed with the abstract. The Cottingham abstract was held up awaiting decision of the New Mexico Supreme Court in the title suit, and this decision is now included in the abstract and confirms title in Cottingham. In the extension of the abstract, however, there now appears a judgment for taxes and penalties, but a representative of Cottingham's was in the office yesterday and authorized us to pay taxes and deduct same from purchase payment.

3. Reference is had to papers in the Ramon C. Gonzales purchase. Under date of April 22 we wrote Gonzales at Perry, N. Mex., stating that you had taken these papers with you to Hillsboro, and sent you copy of this letter with note at the bottom asking to be corrected if we were mistaken and stating that we would await your further advices. Have you the Gonzales papers? We do not find them here.

C. F. HARVEY

incls.

11. The old Spanish grant to Fray Joaquin de Ynojosa may safely be disregarded as to the premises here involved. Whatever title may have passed thereby has as to this property been barred by limitation. The grant appears to have been made May 19, 1692. It was recorded October 10, 1917 in Book 287, page 299. Persons purporting to be the heirs of Fray Joaquin de Ynojosa, under date of January 19, 1911, conveyed 206,000 acres to Ignacio Balli, which deed was recorded October 8, 1917, in Book 313, page 347.

12. Ignacio Balli conveyed the same property ~~by deed of January 29, 1915~~ to Elizabeth C. Hendrix by deed of January 29, 1915, recorded March 25, 1915, in Book 255, page 510.

On December 24, 1917, there was filed for record and recorded in Book 316, page 362, a purported official measurement made November 18, 1796, by which there were set off 20 leagues of land on each side of the Rio del Norte, the measurement beginning on the west bank of the river a short distance from the church of Cinecua.

13. The disposition of realty men of El Paso is to disregard this title. It is clear though that if it be given full effect, it would simply pass title from the sovereign and set in motion the statute of limitations as to adverse claims of title.

14. Taxes as shown at entry No. 74, and subsequently accruing taxes, should be paid.

15. When the above matters have been satisfactorily adjusted, the agreement of sale may be proceeded with in the usual course, the papers, however, being submitted for final consideration, before the sale is concluded.

Edwin H. Peery.

Encls:

1. Abstract No. 15067 of the Southwestern Title and Abstract Co.,
2. Agreement of purchase.

it is based. The difference is so great as to lead to the supposition that in copying the description from the records a mistake might have been made and a part of another description substituted. I think, however, the description might be accepted, in view of the age of the deed, and possession under it, but an effort should be made to correct the error.

5. The deed of trust under which the trustee made sale and gave the deed mentioned in the preceding paragraph, should be more fully abstracted so as to show the conditions under which the sale should be made and deed given, in order that it might appear whether the trustee conformed to his powers. This is the more important as there are a number of liens and transactions cut off by this trustee's deed, among which is the title of the El Paso Townsite Company (Ent. No. 37.) In this latter case a number of conveyances were made subsequently to the trustee's deed, and the inference might be drawn that the parties thought of contesting the trustee's deed.

6. A vendor's lien is reserved at entry 21. The vendor afterwards became vested in an undivided share of the title and the lien would merge with the title as to his undivided interest, but probably not as to the others. However, the vendor in whose favor the lien was reserved afterwards joined in a warranty deed to the property, and this would absolutely estop him from asserting the lien.

7. Vendors' liens have been reserved at entry No. 27 in favor of H.H. Richardson, afterwards transferred to the Rio Grande Valley Trust Co., (entry 28); at entry No. 46 in favor of Laura A. Loomis; and at entry No. 52 in favor of J.F. Primm. It should be made to appear that these liens have been removed.

8. At entry No. 22 a part of the description seems to have been omitted. This is probably a clerical error and should be corrected if it is. Also L.T. Chalkly takes title by this deed, but at entry No. 23 T.H. Chalkley conveys. This discrepancy between the name of the grantee and corresponding grantor should be explained. Also M. Summerfield takes title by deed entry No. 22 and signs deed No. 23 as H. Summerfield, although the initial "M" appears in the deed and acknowledgment.

9. A lease is shown at entry No. 53, but it has expired by its terms, and unless some one is in possession under it, the same may be disregarded. The possessory certificate will dispose of this question.

10. It should be shown that the indebtedness of the estate of E.N. Bowington, deceased, has been paid, or is not a lien. Bowington died December 23, 1916, and the statute of limitations has not run against his indebtedness.

Reno, Nevada, June 22, 1918.

From District Counsel, Edwin H. Peery,

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

Subject: Opinion on title of Mrs. Elizabeth Bowington to land for Mesa Drain, Rio Grande Project, New Mex., -Tex.

1. I have examined the abstract furnished in connection with the proposed purchase from Elizabeth Bowington pursuant to the agreement of January 16, 1918, executed by her in her individual capacity and as independent executrix of the estate of K.N. Bowington, deceased, of a strip of land 120 feet wide extending southeasterly through Lot 4 of Block "C" and Survey No. 102 in the San Elizario Grant, in El Paso County, Texas, containing 6.60 acres. The strip is also located in the SW $\frac{1}{4}$ NE $\frac{1}{4}$ , the N $\frac{1}{2}$ SE $\frac{1}{4}$  and the SE $\frac{1}{4}$ SE $\frac{1}{4}$  of section 12, Twp. 33 S., Range 7 E., of the U.S. Reclamation Survey. The consideration named in the agreement is \$370.00.

2. No other papers, except the agreement, is furnished, and this is the first examination of the title, no previous opinion of the district counsel having been furnished. From my examination I find the following matters should be adjusted in order to make the title satisfactory:

3. The two tracts or surveys referred to in the description in the agreement adjoin and are shown by a plat in the abstract, entry No. 4. The descriptions under which the vendor takes title give the north and south lines of survey No. 102 as extending 69° northeast and southwest, while the courses in the plat show the direction to be the same number of degrees southeast and northwest. These directions do not concern the purchase except as it shortens the width and so limits the length of the strip purchased. I think however, as the descriptions refer to the number of the survey, the lines must be accepted as laid down in the plat, and the error in description may be waived, especially as the deeds giving them are of long standing.

4. The title passes through a trustee's deed (Ent. 20), dated July 27, 1893. The description given in the deed, after referring to the point of beginning and stating the first course correctly, varies essentially from the true description given of the survey or lot as well as from the description given in the deed of trust (entry No. 18) upon which

THIS IS TO CERTIFY That I have personally examined the probate records of El Paso County, Texas, and find the following in reference to the K. N. Bowington Estate:

Court order dated December 14, 1916, appointing Elisabeth Bowington as Independent Executrix under the will of K. N. Bowington directing that she be so appointed and "that no action shall be had in the County Court in the administration of my estate, than to prove and record this will and to return an inventory and appraisement of my estate, and list of claims."

In the inventory and appraisement of said Estate, approved by the Court March 8, 1918, the following appears:

"Neither the Executrix nor the appraisers are aware of any claims of debts owing to said K. N. Bowington, except the following: None."

This is the last paper filed in the above probate record.

---

O F HARVEY

Clerk.

El Paso, Texas,  
July 10, 1918.

(See Art. 2005 and 2nd note under "Powers of independent executor," Art. 3362, Vernon's Sayles' Tex. Civil Stats.)



20 Washee Bank Building,  
Reno, Nevada. July 13, 1918.

From District Counsel Edwin H. Peery,

To District Counsel F.W. Dent, El Paso, Texas.

Subject: Purchase of land from Elizabeth Bowington,  
for the Rio Grande Project, N.M.

1. Your letter without date returning abstract in the matter of the above purchase was received today. My opinion on the title with suggestions as to curing defects, was sent you June 22nd last.
2. It appears from your letter that practically all objections noted in my opinion as material, or as to which an effort should be made to have removed, have been removed, except an erroneous description in deed No. 22 of the abstract, a showing of the payment of the indebtedness of the estate of K.N. Bowington, and taxes, as shown at entry No. 74.
3. The title passed through the deed abstracted at entry No. 22, which deed is dated June 22, 1898. The error in description is apparent on its face, and it is also apparent that the intention was to convey lot or survey No. 102 of the San Elizario Town Grant. The defect may be waived if an affidavit is furnished reciting the erroneous description, the intention to convey said lot 102, and that the grantees in the deed, naming them, and their successors in interest have since the date thereof held and claimed said lot or survey under said deed.
4. After showing that the indebtedness of the estate of K.N. Bowington, deceased, has been paid, or is no lien upon the premises, the taxes paid, and the above showing made with reference to deed No. 22, the transaction may proceed in usual course to deed and voucher, and if thought necessary or advisable resubmitted to me at Los Angeles, for final review.
5. I shall be in Los Angeles in about two weeks, and official mail may be addressed to me there.

Encl. Abstract.

Edwin H. Peery.

El Paso, Texas, July 8-18

From P. W. Dent, District Counsel,

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

Subject: Elizabeth Bowington title.

1. Reference is had to your opinion dated June 22, 1918.
2. The deed of trust abstracted as entry No. 18 has been given more fully, as suggested in paragraph 5 of your opinion. This abstract at length appears as an unnumbered page following page 30 of the abstract. The abstract is mailed herewith.
3. The vendors' liens abstracted at entries Nos. 27 and 46 have expired by limitation. (See sec. 5694, Sayles Texas Stats.)
4. Release of land in which the United States is concerned has been secured and put on record, so that the trustee deed dated July 23, 1915, running from K. N. Bowington and wife to J. F. Primm (entry No. 52), will no longer operate as a lien
5. The Chalkey and Summerfield initials have been cleared up, both discrepancies having been errors on the part of the abstractor.
6. We are securing from Mr. Goen, attorney for Mrs. Bowington, evidence that there are no debts against the estate that will operate as a lien against the right of way to be vested in the United States. *See Harvey cert. July 10-18*
7. The land description at entry No. 22 of the abstract is correctly abstracted, so there is an error in the instrument of conveyance. However, Survey No. 102 is specifically referred to and the conveyance passed June 22, 1898, or more than twenty years ago. In view of these facts, it is suggested that we might waive the defect in description. Your further advice is requested as to what course we are to pursue if you cannot waive the defect. Mr. Goen says the parties to the conveyance are unknown to him and he does not know where to look to find them.
8. Kindly advise if we may proceed with warranty deed running from vendor to the United States.

P W DENT CFH

incl.

El Paso, Texas, July 8, 1918.

Collector of Taxes for El Paso County,

El Paso, Texas.

Dear Sir:

Kindly render bill to this office for taxes due, with penalties if paid this month, on Survey 102 in Block 1 and Survey 4 in Block C, San Elizario Grant, assessed in name of K. N. Bowington Estate.

For your information would say that the taxes abstracted on the above described land are as follows:

For 1908, Survey 4, Block C,	\$5.13
For 1909, do.	9.79
For 1915, Survey 4, Block C, and Survey 102, Block 1	66.66
For 1916 do.	72.46

The Reclamation Service is closing a transaction for canal right of way purchase and will be glad to pay these taxes if you will kindly supply bill upon which we may base our voucher.

Very truly yours,

P W DENT CRR

District Counsel,  
1223 Mills Building.

CH

El Paso, Texas, June 27, 1918.

Pioneer Abstract Company,  
First National Bank Building,  
El Paso, Texas.

Gentlemen:

Referring to Entry No. 18 of the Elizabeth Bowington abstract, which is a deed of trust dated July 2, 1888, running from T. C. Lutterloh and wife to M. J. Dart, trustee for J. B. Watkins, beneficiary (Book 7, page 14), it is noted that this deed is described as containing "power of sale on default." It is requested that this deed be more fully abstracted so as to show the conditions under which the sale could be made and deed given, in order that it shall appear whether or not the trustee conformed to his powers.

At Entry No. 23, warranty deed dated June 1, 1900, J. B. Watkins and others, including one M. Summerfield (Book 49, page 563) conveyed land to Watkins Land Company, deed being signed by H. Summerfield and acknowledged by E. Summerfield. We ask that you kindly check up on the initial "H" which you have noted as being used in the signature to this deed, when the name in the body of the deed and in the acknowledgment is given as being with the initial "M".

At Entry No. 22 a part of the description of the land appears to have been omitted. This may or may not be an error in abstracting, and we invite your attention to it. The description in the abstract reads:

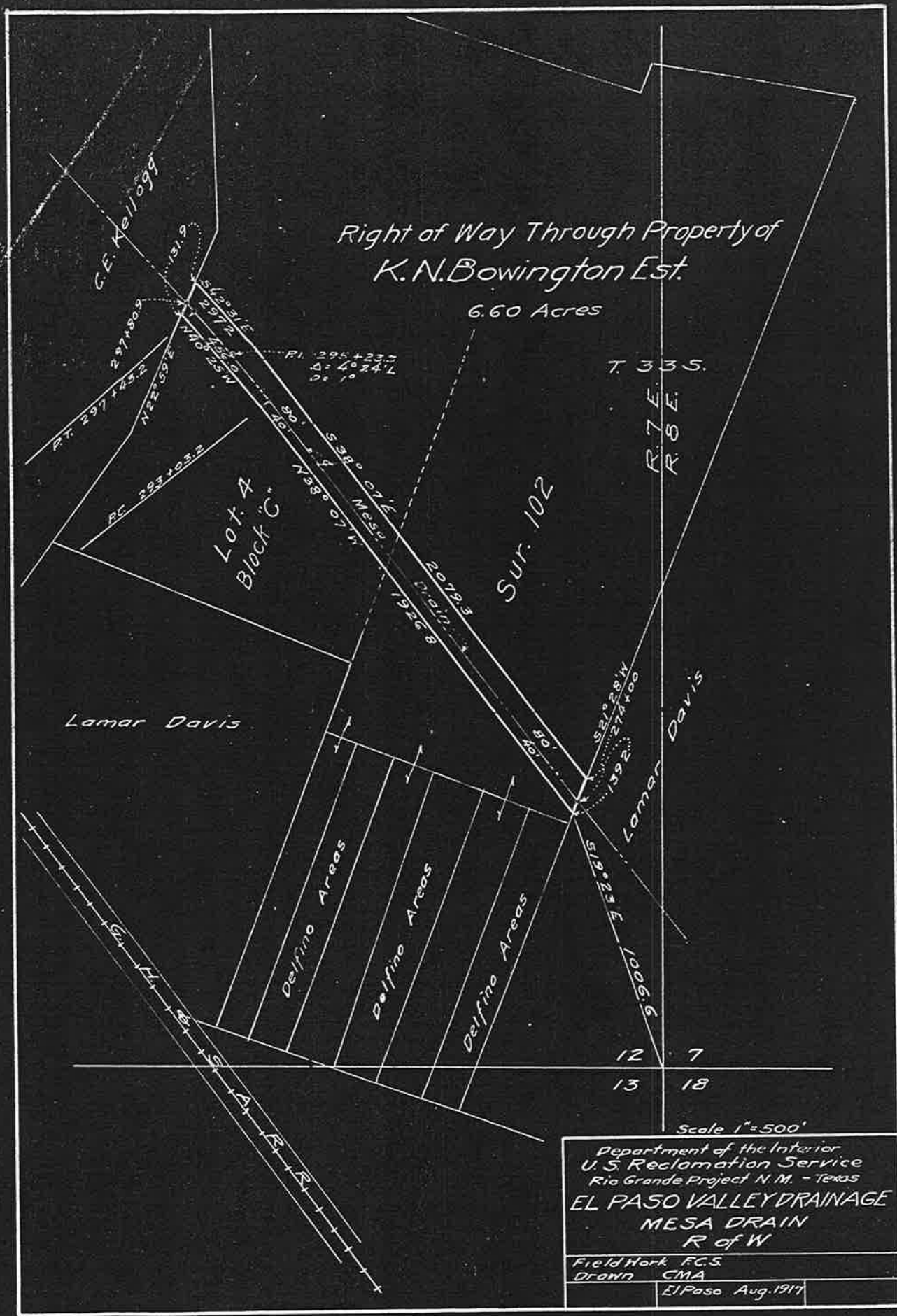
"(Among other property) Lot 102, beginning at a stake N.W. corner of a 25 acre survey made for Tomas Garcia at 900 varas S.E. corner of a 25 acre survey made for Carlos Garcia from which an alamo 12 inches in diameter bears S. 29°E. 33 varas and 3 alamos bear N. 11° E. 19 varas; thence N. 69°E. 387 varas a stake; thence S. 21°W. 900 varas N.E. corner of Mariano Ariad, thence S. 69°W. 381 varas to place of beginning, containing in all 61 acres."

Very truly yours,

P W BENT CFH

District Counsel.

*Pioneer people  
say this should  
be S. 69° E.  
Instrument is  
abstracted  
correctly.*



El Paso, Texas, June 26, 1918.

Mrs. Elizabeth Bowington,

El Paso, Texas.

Dear Madam:

In examining the title to lands proposed to be conveyed to the United States under your contract dated February 16, 1918, the following matters are noted.

Vendor's liens were reserved in the conveyance by warranty deed dated July 10, 1907, running from H. H. Richardson and wife to K. N. Bowington and transferring title to Survey No. 102 of The San Elizario Grant. The note covered by the lien was afterwards transferred to the Rio Grande Valley Trust Company. (Entries Nos. 27 and 28 of the abstract.)

Also, vendor's liens were reserved in the conveyance by warranty deed dated February 18, 1907, running from Laura A. Loomis to H. H. Richardson, transferring title to Lot 4 of Block C of the San Elizario Grant. The title then runs from Richardson to K. N. Bowington. (Entries Nos. 46 and 47 of the abstract.)

There is also a trust deed dated July 23, 1915, running from K. N. Bowington and Elizabeth Bowington to J. F. Prima, trustee for the American Trust and Savings Bank, to secure a note for \$8,000, which deed includes, among other lands, Survey No. 102 and Lot 4 of Block C and Lot 3 of Block C.

It does not appear that the above encumbrances were ever cleared of record. You probably have evidences in your possession that the indebtedness represented by these encumbrances has been paid, and of course we will have to obtain such evidence and possibly put it in shape to be recorded.

The title to Survey No. 102 passes through a deed dated June 22, 1898, to one L. T. Chalkey. By a deed dated June 1, 1900, T. H. Chalkey conveys to other parties. Do you know who this Chalkey is, or can you supply information that will help us to explain this difference in the initials? It must appear that the grantee and grantor in the respective deeds is the same person.

It must also be shown that the indebtedness of the estate of K. N. Bowington has been paid or is not a lien against the land to be conveyed to the United States.

The abstract shows unpaid taxes as follows:

For the year 1908, Survey 4 of Block C, \$5.13.

For the year 1909, Survey 4 of Block C, \$9.79.

For the year 1915, Survey 4 of Block C and Survey 102, \$66.66.

For the year 1916, Survey 4 of Block C and Survey 102, \$72.46.

These and subsequent taxes (for 1917) should be paid in full

*Handled by  
V. J. Taylor  
See 1604  
Green will  
be used  
release*

*Green  
will  
investig*



before the United States can accept title.

If you will write this office in reference to the above matters, or else call, we will endeavor to cooperate with you in clearing your title.

Very truly yours,

P W DENT GPH

District Counsel.