

780

CANDIDATES, F. G. J. OB. W. G. AGOL. G. MARITALITY INDEX

183

REPERCUSSION OF LIFE

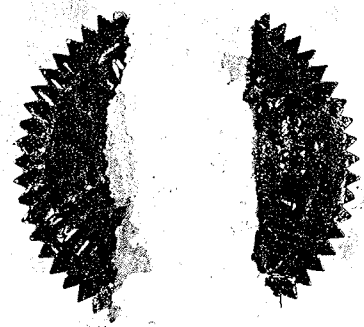
0023-0082-0049-00

16-(69) Texas

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Form 2, P. & G. T. Co.

1	1
Abstract of Title No. 40578	
To	
4.84 acres in Survey 4, San- Elizario Grant, El Paso County, Texas, as shown by the plat attached hereto. Beginning: March 10, 1882, the date of the only deed of record convey- ing this title out of the Town of San- Elizario and assuming by direction that said deed vested fee simple title in Pedro Perez and bringing title to date.	
Prepared by	
Pioneer Abstract and Guarantee Title Co.	
For Bureau of Reclamation	
April 10, 1929, 10:00 o'clock, A. M.	
Remarks:	
	
It is agreed by the person accepting this abstract that it shall not be copied from by any one for any purpose and the price thereof is fixed with this agreement in view. A infringements will be prosecuted.	

Form 1, Boynton Ptg. Co.

WARRANTY DEED
Date: Oct. 4, 1886
Filed: July 22, 1907
Bk. 111 Pg. 180.
Consid: \$50.00
Paid.

Do grant, sell and convey land lying and being situated within the limit of the San Elzeario Grant in said County of El Paso, State of Texas.

Being No. 4 according to the map of San Elizario as compiled by A. Q. Wingo and more particularly described as follows, to wit:

No. 4 Beginning at a stake in the West side of the Glorieta road, S. W. corner of I. Gomes private survey and N. W. corner of a small tract owned by Pedro Telles; thence S. 71° W. 1000 vrs. Bank of Rio Grande; thence up Rio Grande 440 vrs. S. W. Cor. Survey No. 3; thence N. 73½° E. 700 vrs. S. E. No. 3, thence S. 29° E. 207 vrs. to a stake on a high sand hill, thence N. 40° E. with South Boundary line Sisto Salcido 267 vrs. thence N. 54° E. 158 vrs; thence S. 51° E. with Glorieta Road, 180 vrs; thence S. 17° E. 150 vrs. to the beginning, containing 61 acres about 1 mile N. W. from the Plaza de San Elzeario
TO HAVE AND TO HOLD, ETC., GEN. WAR.

Witness:
Jose Perez
Pedro Perez her
Vicenta Mejia de x Perez mark

THE STATE OF TEXAS)
COUNTY OF EL PASO...) BEFORE ME, William Hamilton, a Notary Public in and for El Paso County, Texas, on this day personally appeared Pedro Perez and Vicenta M. de Perez, wife of Pedro Perez, both of them well known to me to be the persons whose names are subscribed to the foregoing instrument, and interpreted to me by Jose Perez under oath and acknowledged to me that they executed the same for the purposes and considerations therein expressed. And the said Vicenta M. de Perez wife of the said Pedro Perez

111/180--2
having been examined by me privily and apart from her husband, and having the same by me fully explained to her, she, the said Vicenta M. de Perez, 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 4th day of October A. D. 1886. (Notl Seal) Wm. Hamilton,
Notary Public

NB

6
Geo. B. Zimpleman
Abstract of Judgment
Book 1 p 32
No. 511
Court Dist.

vs.
Sisto Salcido et al
(below)
Min. Bk. 2
or Docket
Date Dec. 15, 1884
Filed Jan. 10, 1885
Indexed " " "
Recorded " " "

Amount \$ 180.00
Costs, \$
Credits,
Amount due, \$ Judgment, interest and costs
Rate of interest 8%
Certificate of Clerk, Dist Ct.

that above is true and correct abstract of said judgment
~~XEROGRAPHIC~~ (No seal of record but seal is recited in Cert.)
by Deputy

REMARKS Jesus A. Olguin
Thomas Gonzales
Pedro Canderero (Gandara or Cordero)
Santa Cruz Astrada (Estrada)
Louis Ortiz
Ursania (Nesario) Gomez

Execution Dock. 1, Page 4, Order of Sale issued January 15, 1885, This writ being lost another was issued Feb. 26, 1885, and put in hands of Deputy Sheriff Bernie by W. Kemp. We do not find any other notation on Ex. Docket under this suit.
Among original papers, is order of sale issued January 12, 1885; Came to hand January 12, 1885, and executed by

levying on 72 fanagas of salt described in writ and having advertised same by sale according to law, on the 3rd day of March, 1885, sold same as directed in this writ, as upon execution to John Barlow, highest bidder as agent of Plff. for \$72.00 said \$72.00 not paid but being a credit on within specified judgment, as to the balance of said judgment and costs, this writ is returned unsatisfied Total costs in this case to wit: \$73.10 paid to me by Plff. Zimpelman, signed Sheriff by Deputy. We find no other execution among papers of this case.

NB

By James H. White, Tax Collector of El Paso County -to- I. G. Gaal

Date: June 5, 1886
Filed: Aug. 30, 1886
Bk. 30 Pg. 46
Consid: \$4.98 Paid.

Recites: Taxes due State of Texas and County of El Paso by said owner for year 1885 on

61 acres of land situate in the County of El Paso and State of Texas, said land being known as Sur. No. 4 in Abstract 165, in the lands South of New River originally granted to Presidio de San Elizario, amounting to \$1.03. Payment demanded, unpaid levy made, advertised, sold at public auction. Grantee bid for said land amount of said taxes penalties and costs, being highest and best bid, was struck off to him.

Owner may redeem within two years from this date.

Do bargain, sell, transfer, and convey all the right, title, interest and estate which said owner had when said assessment was made to

61 acres of land situate in County of El Paso and State of Texas, said land being known as Sur. No. 4 in Abstract 165 in the lands S. of New River originally granted to Presidio de San Elizario. (Seal) James H. White, Tax Collector of El Paso County.

THE STATE OF TEXAS
COUNTY OF EL PASO... BEFORE ME, A. G. Foster, a Notary Public in and for El Paso County, personally appeared James H. White, Tax Collector of said County, to me well known and acknowledged to me that he executed the above and foregoing deed for the purposes, considerations and in the capacity herein set forth.

Witness my hand and the seal of office, at El Paso, this 23rd day of July 1886.
(Seal) A. G. Foster, Notary Public, of El Paso Co.

NB

I. G. Gaal 8 QUIT CLAIM DEED 11
-to- Date: Dec. 19, 1887
Sisto Salsido Filed: May 20, 1908
Bk. 124 Pg. 126
Consid: \$19.52, Paid.

Do grant, sell and convey all that certain tract or parcel of land to wit:

61 acres of land situated in the County of El Paso, Texas, being known as survey No. 4 in Abstract No. 165, in the lands N. of the river; originally granted to the Presidio de San Elizario 48 acres of land situated in the County of El Paso, Texas, being known as survey No. 35 in Abstract No. 165 in the lands S. of the New River, originally granted to the Presidio de San Elizario the above said land was sold to me by Tax Collector, Jas. H. White, for taxes at Public Sell on the 5th day of June, A. D. 1886, and is given by me as a quit claim deed for said taxes.

I. G. Gaal

THE STATE OF TEXAS
COUNTY OF EL PASO... BEFORE ME, G. W. Wahl, a Notary Public in and for El Paso County, Texas, on this day personally appeared I. G. Gaal, personally 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 19th day of Dec. A. D. 1887.
(Notl Seal 273) G. W. Wahl, Notary Public

NB

Sixto Salcido 9 WARRANTY DEED 12
-to- Date: March. 26, 1910
Juan A. Salcido Filed: June 20, 1910
Bk. 160 Pg. 111
Consid: \$1.00 and other good and valuable consideration, paid.

Do grant, sell and convey land in the County of El Paso, and State of Texas, and more particularly described as follows, to wit:

In the San El ziaro Grant, and beginning at a stake on the south side of a road said stake being the N. W. corner of land surveyed; thence S. E. 34 1/2- 569 feet to point or stake, placed by the Mexican boundary survey; thence N. E. 55° 45' 982 ft. to a point on a private road; thence along same private road N. W. 51° 45' 215 ft; thence N. W. 62° 351' feet; thence S. W. 62° 30' 742' to the place of beginning, containing 11.10 acres. TO HAVE AND TO HOLD, ETC. GEN. WARRANTY.

Witnesses: Sixto X Salcido
G. N. Garcia, Jr., mark

THE STATE OF TEXAS
COUNTY OF EL PASO... BEFORE ME, G. N. Garcia, Jr., a Notary Public in and for El Paso County, Texas, on this day personally appeared Sixto Salcido, 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 26th day of March, A. D. 1910.

(Notl Seal) G. N. Garcia, Jr., Notary Public El Paso County, Texas.

NB

Juan A. Salcido and Josefa Rivera de Salcido, his wife, and Juan Salcido and Anastacia G. de Salcido, his wife, and Francisca S. de Madrid and Juan Madrid her husband -to- Frank G. Candelaria

Date: Mch. 30, 1910
Filed: Apr. 17, 1915.
Bk. 277 Pg. 31
Consid: \$10.00 and other good and valuable considerations paid.

Do grant, sell and convey unto the said Frank G. Candelaria, of the County of El Paso and State of Texas, all that certain tract of land in El Paso County Texas, described as follows, to wit:

Commencing at the original S. E. corner of survey No. 4 in the San Elizario Grant in El Paso County, Texas, a point on the Camino Glorieta; running thence S. 71° W. with the boundary line of said survey No. 4 (passing the original S. W. corner of said survey No. 4) a total distance of 1264.5 vrs. for a place of beginning; thence N. 25° W. 118 vrs. to corner; thence N. 28° 20' West 365.7 vrs. to an agreed corner, a concrete post in the S. line of a tract owned by Pedro Ruiz; thence S. 73° 30' W. (passing a concrete post at 400 vrs. and passing over a bend in the Rio Grande River) a total distance of 1169 vrs. to a point on the North bank of said River; thence down said river with its meanders to a point where the River bank intersects the Westerly projection of the original South line of said Survey No. 4, the same being the S. W. corner of the accretion belonging to said survey No. 4 and the N. W. corner of the accretion belonging to survey No. 5 in said San Elizario Grant; thence N. 71° E. 1235.5 vrs. to the place of beginning: (We hereby declare that the Grantors, Juan A. Salcido and Juan Salcido, and Francisca S. de Madrid, wife of Juan

277/31--2 14
Madrid are the children and only heirs
at law of Sisto Salcido).

TO HAVE AND TO HOLD, ETC.,

General Warranty.

his

Juan X A Salcido

mark

her

Josefa X Rivera de Salcido

mark

his

Juan X sSalcido

mark

her

Anstacia X C. de Salcido

mark

her

Francisca X S. de Madrid

mark

his

Juan X Madrid

mark

\$1.50 DRS canc.

STATE OF TEXAS
COUNTY OF EL PASO | BEFORE ME, the under-
signed authority, in and for El Paso
County, Texas, on this day personally
appeared Juan A. Salcido and Josefa Riv-
era de Salcido, wife of Juan A. Sal-
cido, known to me to be the persons whose
names are subscribed to the foregoing in-
strument, and acknowledged to me that they
executed the same for the purposes
and consideration therein expressed. And
the said Josefa Rivera de Salcido, wife
of the said Juan A. Salcido, having been
examined by me privily and apart from
her husband, and having the same fully
explained to her, she, the said Josefa
Rivera de Salcido acknowledged such in-
strument to be her act and deed, and
declared that she had willingly signed
the same for the purposes and consider-
ation therein expressed, and that she
did not wish to retract it.

Given under my hand and seal of office
this 30th day of March A. D. 1915.

277/31--3 15
(Notl Seal) Miguel Chavez, Justice of
the Peace and Ex-Officio Notary Public
El Paso County, Texas.

STATE OF TEXAS

COUNTY OF EL PASO | BEFORE ME, the under-
signed authority, in and for El Paso
County, Texas, on this day personally
appeared Juan Salcido and Anastacia
G. de Salcido, wife of Juan Salcido,
known to me to be the persons whose names
are subscribed to the foregoing instru-
ment, and acknowledged to me that they
executed the same for the purposes and
consideration therein expressed. And
the said Anastacia de Salcido, wife of
the said Juan Salcido, having been ex-
amined by me privily and apart from her
husband, and having the same fully ex-
plained to her, she, the said Anastacia
G. de Salcido, acknowledged such instru-
ment to be her act and deed, and declared
that she had willingly signed the same
for the purposes and consideration there-
in expressed, and that she did not wish
to retract it.

Given under my hand and seal of office
this 9th day of April, A. D. 1915.

(Notl Seal) Miguel Chavez, Justice of
the Peace and Ex-Officio Notary Public
El Paso County, Texas.

STATE OF TEXAS

COUNTY OF EL PASO | BEFORE ME, the under-
signed authority, in and for El Paso
County, Texas, on this day personally
appeared Juan Madrid, and Francisca S.
de Madrid, wife of Juan Madrid, known
to me to be the persons whose names are
subscribed to the foregoing instrument
and acknowledged to me that they executed
the same for the purposes and consider-
ation therein expressed. And the said
Francisca S. de Madrid, wife of the said
Juan Madrid, having been examined by me
privily and apart from her husband, and
having the same fully explained to her
she, the said Francisca S. de Madrid,
ackno

277/31--4 16
acknowledged such instrument to be her
act and deed, and declared that she had
willingly signed the same for the pur-
poses and consideration therein express-
ed, and that she did not wish to retract
it.

Given under my hand and seal of office
this 30th day of March, A. D. 1915.

(Notl Seal) Miguel Chavez, Justice of
the Peace and Ex-Officio, Notary Public
El Paso County, Texas.

NB

Refugio Salsido de Munoz, a single woman, Augustin Cano, Enrique Lucero and Maria C. de Busero
WARRANTY DEED 11
Date: Mch. 9, 1920
Filed: Nov. 13, 19
Bk. 341 Pg. 81
Consid: \$10.00
paid, receipt ac-
knowledgeed.

KNOW ALL MEN BY THESE PRESENTS:
That We, Refugio Salsido de Munoz, a
single woman, Augustin Cano, Enrique Lu-
ero and Maria C. de Lusero, his wife,
do grant, sell and convey unto the said
F. G. Candelaria, of the County of El-
Paso and State of Texas, all that certa-
tract or parcel of land, lying in the
County of El Paso and State of Texas, a
more particularly described as follows,
towit: All that certain tract or parcel
of land situated on what is known as the
mainland in the San Elizario Grant, and
known and described according to map of
San Elizario Grant as made and compiled
by A. Q. Wingo surveyor of said San El-
izario Grant, and being all of survey No.
4 on what is known as mainland of San
Elizario Grant together with all accrea-
tions which have been added to said sur-
vey No. 4 or which may in the future
be added thereto and said survey No. 4
in said mainland of said San Elizario
Grant, being the said survey No. 4 which
was conveyed by the Corporation of San-
Elizario to Pedro Perez being duly rec-
orded in Book 71 on Page 191, of the de-
records of El Paso County, Texas, and the
same identical property which was convey-
ed by said Pedro Perez and wife to Sexto
Salsido (also known as Sisto) by deed
dated October 4, 1886, and recorded in
Book 3 Pg. 180 of the Deed Records of El
Paso County, Texas, to which reference is
here made and said deed above mentioned
and the records thereof are here express-
ly referred to and made a part hereof in
said description of said land, and shall
in all things be construed in connection
herewith. The object of this deed being
for the purpose of ratifying and confirm

ing the title of all of survey No. 4, together with any and all accretions which have been added or which may hereafter be added, thereto.

TO HAVE AND TO HOLD, ETC.,

General Warranty.

her

Refugio Salsedo X de Munoz
mark

his

Agustin X Cana
mark

Enrique Lucero

her

Maria X C. de Lusero

mark

50 DRS cano.

THE STATE OF TEXAS

COUNTY OF EL PASO... BEFORE ME, J. G. N. Garcia, a Notary Public in and for El Paso County, Texas, on this day personally appeared Refugio Salsedo de Munoz a single woman, Agustin Cana, Enrique Lusero and wife Maria C. Lusero, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 9th day of March A. D. 1920. (Notl Seal) J. G. N. Garcia, Notary Public in and for El Paso County, Texas.

THE STATE OF TEXAS

COUNTY OF EL PASO... BEFORE ME, J. G. N. Garcia, a Notary Public in and for El Paso County, Texas, on this day personally appeared Maria C. Lusero, wife of Enrique Lusero, 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 C. Lusero 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 9th day of March, A. D. 1920. (Notl Seal) J. G. N. Garcia, Notary Public in and for El Paso County, Texas.

NB

Josefa R. Salcido
husband and wife

-to-

F. G. Candelaria

Date: Dec. 17, 1928

Filed: Mch. 13, 1929

Bk. Pg.

Consid: \$2000.00

Paid, receipt acknowledged.

Do Grant, Sell and Convey unto the said F. G. Candelaria, of the County of El Paso and State of Texas, 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: Situated in the San Elizario Grant, in El Paso County, Texas, and being a part of Survey No. 4 of the San Elizario Grant; Beginning at a stake N. 73° 30' E. 58.4 vrs. from the S. W. corner of survey No. 3 of the said Grant, running thence S. 73° 30' West 851.2 vrs. along line of E. Villalobos, to a stake on East side of U. S. R. S. irrigation ditch, for the N. W. corner of this survey, thence S. 28° 5' 372.2 vrs. along said ditch, to the S. W. corner of this survey; thence N. 70° E. 520.8 vrs. along a small ditch to the S. E. corner of this survey; thence S. 29° E. 328 vrs. along line of Juan A. Salcido to a stake on Road right of way; thence N. 73° 30' E. 331.1 vrs. along line of Juan A. Salcido to a stake on West side of Drain Canal; thence N. 34° 30' W. 7 vrs. along said Drain Canal to the place of beginning and containing 36 acres more or less, same being part of a tract of land inherited by the said Juan A. Salcido, Grantor, herein, from his father Sixto Salsido, Dec'd.

TO HAVE AND TO HOLD, ETC.,

General Warranty.

his

Juan A X Salcido

mark

Witnesses:

Pilar Gonzales

her

Josefa R X Salcido

mark

COUNTY OF EL PASO... BEFORE ME, A. M. Pedregon, Justice of the Peace, and Ex-Officio, Notary Public in and for El Paso County, Texas, on this day personally appeared Juan A. Salcido, 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 17th day of December, A. D. 1928.

(Notl Seal) A. M. Pedregon, Justice of the Peace, and Ex-Officio, Notary Public in and for El Paso County, Texas.

THE STATE OF TEXAS

COUNTY OF EL PASO... BEFORE ME, A. M. Pedregon, Justice of the Peace and Ex-Officio, Notary Public in and for El Paso County, Texas, on this day personally appeared Josefa R. Salcido, wife of Juan A. Salcido, 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 Josefa R. Salcido, 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 17th day of December, A. D. 1928.

(Notl Seal) A. M. Pedregon, Justice of the Peace, and Ex-Officio, Notary Public in and for El Paso County, Texas.

NB

24
Juan A. Salcido and wife, Josefa Rivera de Salcido
-to-
Frank G. Candelaria
WARRANTY DEED
Date: Nov. 10, 1915.
Filed: Moh. 15, 1929
Bk. Pg.
Consid: \$10.00 Paid,
Receipt acknowledged
and for the purpose
of correcting, ratifying and confirming
that certain deed executed by said Juan
A. Salcido and others to said Frank G.
Candelaria, dated March 30, 1915, and
duly recorded in Bk. 277, Pg. 31 of the
Deed Records of El Paso County, Texas,
to which reference is here made.

Do grant, sell and convey, unto the
said Frank G. Candelaria of the County of
El Paso and State of Texas, all that
certain tract or parcel of land situated
in the San Elizario Grant, El Paso County
Texas, and described as beginning at the
S. E. corner of the tract herein conveyed
on the line between surveys 4 and 5, Main
land, San Elizario Grant, from which the
S. E. corner of survey No. 4, Mainland
San Elizario on west side of Glorieta
Road, bears N. 71° 00' E. 1279.8 vrs.
thence N. 18° 53' W. 116 vrs. to a point
on the Easterly boundary thence N. 27°
16' W. 371 vrs. to the N. E. corner of the
tract herein conveyed; thence S. 73° 00'
W. (passing over a bend in the Rio Grande
River) 1169 vrs. to the Rio Grande River
and the N. W. corner of the tract herein
conveyed; thence down said river with its
meanders to a point where the river bank
intersects the westerly projection of the
original boundary line between surveys
4 and 5, Mainland, San Elizario Grant,
and the S. W. corner of the tract herein
conveyed; thence N. 71° 00' E. 1235.5 vrs
along the Southerly boundary line to the
place of beginning, and being the same
lands conveyed to said Frank G. Can-
delaria by Juan A. Salcido and others
by deed dated March 30, 1915, and duly
recorded in Bk. 277 Pg. 31, of the Deed
Records of El Paso County, Texas, to

25
which reference is here made, this deed
being made to correct errors in the des-
cription of said lands so conveyed by said
deed and to ratify and confirm the same
in all things.
TO HAVE AND TO HOLD, ETC.,
General Warranty,
his
Juan A. X Salcido
mark
her
Josefa X. Rivera de Sal-
cido. mark

THE STATE OF TEXAS
COUNTY OF EL PASO.. [BEFORE ME, the under-
signed authority, a Notary Public, in and
for El Paso County, Texas, on this day
personally appeared Juan A. Salcido, known
to me to be the person whose name is sub-
scribed 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 of-
fice, this 10th day of November, A. D.
1915.
(Notl Seal) Miguel Chavez, Justice of the
Peace and Ex-Officio Notary Public, El-
Paso County, Texas.

THE STATE OF TEXAS
COUNTY OF EL PASO.. [BEFORE ME, the under-
signed authority, a Notary Public in and
for El Paso County, Texas, on this day
personally appeared Josefa Rivera de
Salcido, wife of Juan A. Salcido, known
to me to be the person whose name is sub-
scribed to the foregoing instrument, and
having been examined by me privily and
apart from her husband, and having the
same fully explained to her, she, the
said Josefa Rivera de Salcido, acknow-
ledged such instrument to be her act and
deed, and declared that she had willingly
signed the same for the purposes and con-
sideration therein expressed and that she
did not wish to retract it.
Given under my hand and seal of of-

24
fice, this 10th day of November, A. D.
1915.
(Notl Seal) Miguel Chavez, Justice of
the Peace and Ex-Officio, Notary Public
El Paso County, Texas.
NB

25
United States of America, CONTRACT
hereinafter styled the DEPARTMENT OF
United States, THE INTERIOR BU-
-and- REAU OF RECLA-
F. G. Candelaria and MATION.
Adela G. Candelaria, Date: Oct. 23, 192
his wife Filed: Jan. 16,
1929.
Bk. 507 Pg. 100

Consid: Mutual
agreements hereinafter contained,
In June 17, 1903, [388]
In pursuance of the act of the United
States of America, hereinafter styled
the United States, represented by the con-
tract officer executing this contract, and
F. G. Candelaria and Adela G. Candelaria
his wife, hereinafter styled Vendor, of
Ysleta County of El Paso, State of Texas;
2. Witnesseth, That for and in con-
sideration of the mutual agreements herei
contained, the parties hereto do cov-
enant and agree as follows:
3. The Vendor shall sell and by good
and sufficient general warranty deed, con-
vey to the United States free of lien or
encumbrance, the following described
real estate which is his separate prop-
erty, situated in the County of El Paso,
State of Texas, to wit:
A tract of land lying and situate in El
Paso County, Texas, and in the Southwest
quarter of the S. E. quarter, Section 31,
Township 32, South, Range 7 East, and
the N. W. quarter of the N. E. quarter
Section 6; Township 33 South, Range 7
East, Bureau of Reclamation Survey, being
also within survey 4 of the Mainland San
Elizario Grant, and more particularly
described as follows:
Beginning at a point on the line between
Surveys 3 and 4 of the Mainland San Eliz-
ario Grant and from which point the N.E.
corner Section 6, TS. 33, South, Range 7
East, bears S. 82° 23' 30" E. 2238.50 ft.
and an iron pipe in the line between
Surveys 3 and 4 of the Mainland San Eliz-
ario Grant bears N. 73° 46' E. 1143.1 ft.

507/100-----2
thence S. 13° 05' E. 271.62 ft. thence S. 19° 13' 30" E. 266.55 ft. thence S. 24° 52' 30" E. 266.55 ft; thence S. 27° 42' E. 184.40 feet to a point on the S. easterly property line of the grantor and from which point an iron pipe bears N. 70° 44' E. 1267.72 feet and the N.E. corner of Section 6, Ts. 33 South, Range 7 East, bears N. 71° 32' E. (3) 1973.34 feet; thence S. 70° 44' W. along the southeasterly property line of the grantor 175.18 feet to a point on the Northeast-erly right of way line of the Rio Lat-eral and Levee; thence N. 27° 53' W. along said northeasterly right of way line of the Rio Lateral and levee 1013.40 feet to a point on the line between Sur-veys 3 and 4 of the Mainland San Eliza-rio Grant, and from which point an iron pipe bears S. 73° 46' W. 1495.15 feet; thence N. 73° 46' E. along the line be-tween Surveys 3 and 4 San Elizario Grant, 303.15 feet to the point of beginning, said tract of land containing 4.84 acres more or less as shown on Bureau of Rec-lamation Survey plat attached hereto and made a part hereof.

5. The Vendor shall procure and have recorded without cost to the United States all assurances of title and affidavits which the Vendor may be advised by the United States are necessary and proper to show in the Vendor complete fee simple unencumbered title to said property, and the time spent in procuring, recording, and transmitting the same to the United States, and in furnishing or securing abstract of title, shall be added to the time limit of this contract. The United States shall purchase said property on the terms herein expres-sed, and upon execution and delivery of the deed provided in Article 3 and the sign-ing of the usual Government Vouchers there-for, and their further approval by the proper Government Officials, it shall cause to be paid to the Vendor as full pur-chase price and full payment for all dam-

507/100-----3
ages for entry upon the said property and the construction, operation, and maintenance of reclamation works thereon under said act, the sum of \$363.00 by U. S. Treasury warrant or fiscal officers check.

7. Liens or encumbrances existing a-against said property may, at the option of the United States, be removed at the time of conveyance by reserving from the purchase price the amount necessary and discharging the same with the money so reserved, but this provision shall not be construed to authorize the incur-rance of any lien or encumbrance as a-gainst this contract, nor as an assumption of the same by the United States.

8. The Vendor may retain possession of said property until December 15, 1928, notwithstanding earlier delivery of the deed as herein provided, and may harvest and retain them thereon until December 15, 1928; except that the proper officers and agents of the United States shall at all times have unrestricted access to survey for and construct reclamation works, telephone and electrical trans-mission lines, and other structures and appliances incident to said reclamation works, free of any claim for damage or compensation on the part of the Vendor.

9. This contract shall become effec-tive to bind the United States to pur-chase a property immediately upon its approval by the proper supervisory of-ficer of the Bureau of Reclamation, and shall terminate by limitation at the ex-piration of three months from its date, unless extended as above provided, and shall inure to the benefit of and be binding upon the heirs, executors, ad-ministrators, and assigns of the Vendor and the successors and assigns of the United States.

10. Where the operations of this con-tract extend beyond the current fiscal year it is understood that the contract is made contingent upon Congress making

507/100-----4
the necessary appropriation for ex-penditures thereunder after such current year has expired. In case such approp-riation as may be necessary to carry out this contract is not made, the Vendor hereby releases the United States from all liability due to the failure of Congress to make such appropriation.

11. The Vendor warrants that the Vendor has not employed any person to solicit or secure this contract upon any agree-ment for a commission, percentage, brok-erage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract, or in its discretion, to deduct from the con-tract price or consideration the amount of such commission per centage, brok-erage, or contingent fees; This war-ranty shall not apply to commissions payable by contractors upon contracts or sales secured or made through bona-fide established commercial or selling agencies maintained by the Vendor for the purpose of securing business with others than the Government.

12. 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 of-ficer, agent, or employee of the Govern-ment, 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 con-structed to extend to any incorporated Com-pany, where such contract agreement is made for the general benefit of such incorporation or company, as provided in section 116 of the act of Congress ap-proved March 4, 1909, (35 Stat. 1109)

THE UNITED STATES OF AMERICA
By: L. R. Flock, Acting Super-
intendent, Bureau of Rec-
lamation, Jan. 7, 1929.

507/100-----5
Witnesses:
Witnesses to mark
Geo. W. Hoadley
P. O. address, El Paso, Texas.
Frank Candelaria, Jr.,
P. O. Address, Ysleta, Texas.

29
F. G. Candelaria
Vendor
her
Adela X G. Car
delaria
mark
Vendor
P. O. Address,
Ysleta, Texas

STATE OF TEXAS } SS (a)
COUNTY OF EL PASO } I, Geo. W. Hoadley,
Notary Public in and for said County,
in the State aforesaid, do hereby cer-tify that F. G. Candelaria, who is per-sonally known to me to be the person whose name is subscribed to the foregoi-instrument, appeared before me this day in person and acknowledged that he sig-ned sealed and delivered said instrumen-of writing as his free and voluntary ac-for the uses and purposes therein set forth.

(b) I further certify that I did examine the said separate and apart from her husband, and explained to her the contents of the foregoing instrumen-and upon that examination she declares that she did voluntarily sign, seal, an-acknowledge the same without any coerci-or compulsion, and does not wish to re-tract the same.

Given under my hand and official seal, this 23rd day of October 1928.
(Notl Seal) Geo. W. Hoadley, Notary Public in and for El Paso County, Texas.
My commission expires, June 1, 1929.

STATE OF TEXAS }
COUNTY OF EL PASO } BEFORE ME, Geo. W.
Hoadley, a Notary Public in and for El-Paso County, Texas, on this day person-ally appeared Adela G. Candelaria, wife of F. G. Candelaria, 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 b-

me fully explained to her, she, the said Adela G. Candelaria, 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 12th day of January A. D. 1929.
(Notl Seal) Geo. W. Hoadley, Notary Public in and for El Paso County, Texas.
My Commission expires June 1, 1929.

NB

United States of America Acting by
Jesse E. Wilson, Acct-
ing Secretary of the
Interior, first party
and
Elephant Butte Water
User's Association of
New Mexico, & New Mexico
Corporation, and El Paso
Valley Water User's
Association, and Arizona
Corporation, second
parties.

Recites: Second parties are corporation organized for purposes mentioned in their articles of incorporation and by-laws, and here referred to and made a part here of, that land embraced within area proposed to be irrigated are desert arid, and without proper cultivation and will remain so unless waters of Rio Grande in New Mexico are empounded etc. and said Secretary of Interior contemplates construction of Irrigation works under "An Act appropriating receipts from sale and disposal of public lands to the construction of irrigation works for reclamation of arid lands" approved June 17, 1902, and incorporations of 2nd parties are owners of lands in said areas and must initiate rights to use water from irrigation works which rights shall be forever appurtenant to designated lands owned by said stock holders and the priority to use water has not been ascertained.

Therefore, It is agreed that if 1st, party shall construct said irrigation works 2nd parties will take prompt action to secure determination by the courts of the relative rights of share holders to use water, etc.

Only those who have become members of said association shall be accepted as applicants for rights to use water of said irrigation works.

Rights issued shall not exceed number of acres of land capable of irrigation by said water to be determined by Secretary of Interior, etc.

Dated: June 26
1906

Filed August
16, 1906.

Bk.95.Pg.157

Provisions for payment of water rights; 2nd parties guarantee payment due by their shareholders and provides for call-
sections etc. shall not amend articles of incorporation so as to render lien given by shareholders to secure collection less effective without consent of Secretary of Interior.

The United States will not be responsible for payment collected by 2nd parties unless same have been paid to receiver of local land office.

2nd parties will pass and enforce by-laws necessary to enforce collections same to be approved by Secretary of Interior.

Provides for rules by 2nd parties for use of water etc., Persons not members but owners of lands to be irrigated may at designation of Secretary of Interior become members of Associations upon subscribing to stock, etc.,

Rights of members to be determined in accordance with provisions of acts of Congress and laws of New Mexico and Texas not inconsistent with said acts.

Nothing herein shall be construed to be an approval by Secretary of Interior or adoption by him of Articles of Incorporation of said Association, etc. but rules, etc. made by him are to be obligatory on association.

Provision as to charges against lands under Lessburg Diversion Dam and Canal, etc (Seal of Interior) Jesse E. Wilson, Acting Secretary of the Interior for and on behalf of the United States of America.
Party of the first Part.

Attest: Elephant Butte Water User's
N.C.Frenger Association of New Mexico.
Secretary By H.B.Hold, President
(Corp.Seal)

ATTEST: El Paso Valley Water User's
F. Martinez Association.
Secretary By A.Courchesne, President
(Corp.Seal)

Parties of the Second Part.

KM

STATE OF TEXAS
COUNTY OF EL PASO
BEFORE ME, Manuel E. Flores, a Notary Public, in and for El Paso County, Texas, on this day personal appeared A.Courchesne, President of the El Paso Valley Water User's Association, and F. Martinez, Secretary of the El Paso Valley Water User's Association both of whom are known to me to be the persons whose names are subscribed to the foregoing instrument, and severally acknowledged to me that they executed the same for the purposes and consideration therein expressed, and in the capacities therein mentioned and as the act and deed of said El Paso Valley Water User's Association.

Given under my hand and seal of office this the 16th day of August, A.D., 1906

(Notl.Seal) Manuel E. Flores,
Notary Public, in and for
El Paso County, Texas.

KM.

16
U. S. Regulations to issue water rights

34
CERTIFIED COPY
Dated Dec. 24, 1912
Filed Mar. 20, 1913
Rk. 291, pg. 21

Pursuant to the provisions of the Act of Congress approved Aug. 24, 1912, (37 Stat. L. 497) I hereby certify that the annexed papers constitute full, true and literal exemplifications of regulations relative to issuance of final water rights certificate under the act of June 17, 1902, (32 Stat. 368) and acts amendatory and supplementary thereto.

In witness whereof I have hereunto set my hand and caused the seal of the United States Reclamation Service to be fixed, on the day and year first above written.

(Seal of the Department of Interior)
Will R. King
Acting Director

DEPARTMENT OF THE INTERIOR
Washington, July 2, 1913.
Regulations relative to issuance of final water rights certificates under the act of June 17, 1902, (32 Stat. 368) and acts amendatory thereof and supplementary thereto.

1: In all cases of application for final water rights, certificates for lands in Private ownership and in case of homestead entries made prior to the Reclamation act the Applicant shall make affidavit corroborated by 2 credible witnesses as to the effect that he is the owner in fee simple of the lands for which water right application has been made and for which certificate is asked or has made accepted final proof in case of such homestead entry and that in either case has complied with the provisions of the respective statutes under which application for water right certificate is made.

2: the project manager upon the filing of such affidavit shall investigate the case and if in his opinion all statutory requirements have been complied with.

291/21--2 35

shall issue final water right certificates provided by the Regulation approved Feb. 6, 1913, as amended Mar. 21, 1913.

3: Where application is made for final water right certificate for lands in private ownership or for homestead entries made prior to the Reclamation Act on partial payment of the building charge pursuant to and under the act of Aug. 9, 1912, (37 Stat. 365) The Applicant shall in addition to the filing of said affidavit furnish abstract of title of lands for which water right certificate is asked, which abstract of title shall subsequently be extended to show recording of any instrument necessary to show good title in the applicant and to show the final water right certificate when issued and recorded. The applicant shall also deposit with the project manager the fees required for recording said final water rights certificate and upon issuance of the final water right certificate extending the abstract of title to cover the same, the project manager shall cause the same to be duly filed for record in the real estate records of the county where the land is located and the abstract extended to cover the same.

4: Whereas it appears in the abstract of title so filed that any lien of liens or encumbrances of any kind whatsoever exists on the land, final water rights certificate shall not issue until the applicant for such final water rights certificate ~~has~~ has procured from the holder all of such liens and encumbrances a consent duly executed and acknowledged and has the same recorded such consent shall be to the effect that the encumbrance so held shall be subsequent and inferior to the lien to the United States as provided for and the final water right certificate for which water right application is made and the abstract shall be extended to cover all such consents so filed.

July 2, Secretary (Seal)
1913 Franklin K. Lane,
Approved W. R. K. - - - - -

20.

El Paso Valley Water Users Association, (Booklet U.S.D.C. 36. 17 Eastern District of Texas, et al. Texas, at El Paso.

Bill of complaint filed March 29, 1912, against William H. Austin.

John Doe, Jane Doe, Richard Roe, and Allen Roe, complainant is an Arizona Corporation that owns are citizens of Texas, and Western Dist. of Texas, or of some other state than Arizona, complainant is lessee with option to purchase of the (Franklin Irrigation Canal) constructed by El Paso Irrigation Co., organized about July 1889, which company made an appropriation of water from the Rio Grande of 25 cubic feet per second flow or made by incorporation and transferred to said El Paso Irrigation Co., the title to which is in complainant under said lease and option, and complainant is now operating such system and supplying water to land owners to Rio Grande Valley El Paso County, Texas, that on or about January 25, 1906, Secretary of Interior appropriated under laws of Territory of New Mexico, 730,000, acre feet per annum of water from Rio Grande, and about April 23, 1908, said Secretary appropriated all of the unappropriated waters of the Rio Grande for storage at Elephant Butte under act of Congress and complainant was organized to enable its stockholders owners of land in Rio Grande Valley to contract with Secretary of the Interior and to receive benefit of such appropriation and storage of such waters that on or about June 27, 1906, complainant entered into a written contract with Secretary of Interior (see Rk. 92, page 2 157) for particulars whereby among other things this complainant was to determine the relative priority and extent of appropriation owned by its shareholders and others that the appropriation first

770-Equity--2 37

mentioned as reasonable worth more than \$6000.00 and said construction is worth more than \$10,000.00 per annum, complainant is informed and believes that above named Defts. and each of them claim the rights to deprive this complainant of the use of said waters.

That this is a Civil suit in equity between citizens of different states, and matter in controversy exceeds exclusive of interest and cost \$6000.00 and suit is brought to remove cloud from your orator's title to aforesaid waters of the Rio Grande prays that its right and title to said water be quieted, that the acts of Defts. herein stated are contrary to equity and that Defts. may show any reason why your orator should not have the relief prayed for, and that said Defts. may make a full disclosure of all matters according to their inclination and knowledge a true answer made to the matters herein charged to show that right, if any, they and each have to the waters of the Rio Grande or to divert and use same, prays for writ of subpoena as respondent out of this court to Defts. commanding them on a certain day under penalty to appear before this court and to answer herein and to abide by such further orders and decrees as may be made against them.

Signed and sworn to by complainant by its President and acting under its corporate seal March 25, 1912, before Notary Public, Barges & Barges Collectors for complainant.

21.

18 6760 38
Board of Commissioners (QUIT CL. IN DEED)
(Date: Nov 16, 1918
(Filed: Nov. 19-18
(Ex 327 Pg 376
to
United States of America

Whereas, the United State of America
is engaged in the construction of a cer-
tain irrigation system known as the Rio
Grande Project for the irrigation of arid
lands, among others, certain of such lands
situated in the County of El Paso, State of
Texas, in pursuance of the act of Congress
of June 17, 1908, (35 Stat. 388) and acts of
Congress amendatory thereof and supplement-
al thereto known as the Reclamation Law,
Whereas, it will require for this purpose
various strips and parcels of land sit-
uated in the said county of El Paso, title
to which passed by sundry land grants when
said county was under the jurisdiction of
the Republic of Mexico,
Whereas, the original deeds or allotments
to the individual settlers within the
limits of said grants have in many cases
been lost or destroyed and have not been
recorded so that it cannot now be defini-
tely known whether such individual deeds
or allotments were ever made by competent
authority, or by the corporation represen-
ting the various towns or settlements,
Whereas, the powers vested by law in the
various towns or corporations representing
the several land grants in trust for the
inhabitants have been vested in the Board
of County Commissioners,
Whereas, it would be of great benefit to
the settlers in the several grants through
which said reclamation works are to be
constructed to have said system constructed
and put into operation,
Now, therefore, for and in consideration
of the promises and acting herein in pur-
suance of a resolution duly considered
and passed by said body does hereby release

6760--2--
release and forever quit claim 1138
right, title and interest of the said
County of El Paso, in or to any strip
piece or parcel of land lying and being
situate within the said County which the
United States is now occupying and
using or which it may hereafter occupy
and use, for any canal, ditch, lateral, dra-
in, or any other work construction or op-
eration of said irrigation system in the
said County of El Paso, except such parts
thereof as may now be used for public
purposes as fully and completely as it
can or may do in pursuance of the author-
ity aforesaid, reserving however the right
of any settler upon said land to demand
and have a deed from the court by reason
of such settlement of compliance with
the law in that respect; provided, that
if it be shown that the occupant of any
such land strip or parcel of land has
occupied and used the same under claim
of ownership during the statutory period
of limitation and that the United States
has purchased said interest, the title
shall thereupon vest in the United States
so far as the Board of Commissioners can
convey the same.

(Seal) BOARD OF COMMISSIONERS OF
EL PASO COUNTY, TEXAS
By E.B. McClintock
County Judge.

THE STATE OF TEXAS
COUNTY OF EL PASO | BEFORE ME, F.T. Foley
a Notary Public within and for said State
and County on this day personally appeared
E.B. McClintock, County Judge of the County
of El Paso, Texas, and known to me to be
the person whose name is subscribed to
the foregoing instrument as such County
Judge, and he acknowledged to me that he
signed the name of the Board of Commis-
sioners of said County to said instrument
by the authority and for the purposes and
consideration therein stated; and that
the said Board of Commissioners, through
him as its agent, thereunto duly authorizes

executed said instrument for the purposes
and consideration therein expressed.

Given under my hand and seal of office
this 18 day of November, 1918.
(Notl. Seal) F.T. Foley
Notary Public in and for El Paso County
Texas. My commission expires June 1, 1919.

41
United States (Release of the Lien
of America created against the
-to- subscribers to the
Stock of the El Paso
Valley Water Users'
El Paso Valley Association
Water Users' Dated July 18, 1921
Association, et al Filed July 19, 1921
(Bk. 377, pg. 188

At a meeting of the El Paso Valley Water
Users' Association, held on April 15, 1921
upon motion made and seconded a resolu-
tion was adopted which recites:

By virtue of the Articles of Incorporat-
ion of the above Association a lien was
created against every acre of land owned
by the subscribers for the purpose of re-
paying to the above Association, and thro-
ugh them, the United States, the cost of
construction of certain irrigation works
within the limits of what was at that
time El Paso County.

Under the constitution and laws of the
State of Texas; the Secretary of the Inte-
rior consenting, the lands embraced with-
in the District were organized into a
body politic, under the name of El Paso
County Water Improvement District No. 1
is authorized to enter into contract with
the United States for the purchase of
irrigation and drainage works in said
District and said District is authorized
to levy and collect taxes.

And it is desired to release all the
lands situated in El Paso and Hudspeth
Counties which had been signed up with
the El Paso Water Users' Association.

It was resolved then, that all the lan-
ds situated in El Paso and Hudspeth Coun-
ties which had been signed up with the El
Paso Valley Water Users' Association and
to the United States, be released from
the lien created for the purpose of re-
paying the cost of construction, etc.

provided, however, that this release shall not apply to the four payments which were to be made prior to the year 1918, the total aggregate of said court payment amounting to \$1.25 per acre, and no more.

And further provides that nothing shall change, terminate or release from any of the other provisions of the contract under which they were signed up for water rights. And all such provisions including rights of way of canals, conduits, telephones and other purposes shall remain in full force and effect.

Further recites that this release shall operate as a release to every individual land owner whose land has been subject to the lien; but that the president and secretary of the El Paso Valley Water Users Association, may execute an individual release for the whole or any part of the land so released, but it shall in no way affect the payments above set out, amounting to \$1.25 per acre and the release shall only be made when the four payments above referred to have been made, including interest and penalties. The authority to the President and Secretary of the El Paso Valley Water Users' Association, shall only continue until December 31, 1921.

Roland Harwell J. A. Smith
Secretary President

Certified to by Roland Harwell under seal, as Secretary of El Paso Valley Water Users's Association to be a true and correct copy of minutes of meeting held April 15, 1921.

THE STATE OF TEXAS

COUNTY OF EL PASO (Before me, the undersigned authority, on this day personally appeared Roland Harwell, 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 capacity therein stated.

Given under my hand and seal of office this 18th day of July, A. D. 1921.
(Notl Seal) Geo. W. Hoadley, Notary Public, in and for El Paso County, Texas.

Attached to the resolution is the assent of the Secretary of the Interior to the release, and acknowledged by him, before Harry C. Clunn, Notary Public in and for the District of Columbia.

EM

All statements contained in this abstract are here referred to and the same are to be construed in connection with this certificate. However, we do not certify as to conflicts of title and boundary, if any, not made apparent by the official maps and records on file in the County Clerk's office, this reservation being made for the reason that there are on record many instruments relating to land in the San Elizario Grant, the descriptions in which cannot be identified or located with reference to adjoining lands and natural objects.

Any right, title, interest, claim or demand now asserted or that may be asserted in the future by any person firm or corporation claiming under authority or title emanating from the United States of Mexico herein, which might occur in fixing the true boundary line between the United States of America and the Republic of Mexico is expressly excepted from this abstract.

This is to certify that the foregoing Abstract, numbered 40578 consisting of 46 pages numbered consecutively from 1 to 45, is a full and complete abstract of all deeds, mortgages, deeds of trust, releases, abstracts of judgments, mechanic's liens and other instruments recorded in the office of the County Clerk of El Paso County, Texas, of all suits, proceedings and judgments, including proceedings in probate, in the District and County Courts of said County, and in the United States Courts for the Western District of Texas, sitting at El Paso, so far as they are disclosed by the files and records of said courts, affecting the title to the real estate described in the caption hereof or creating or releasing liens thereon together with certificates for the county and city collectors of taxes as to taxes due on said real estate, (but we will not be responsible for errors, if any, in said tax collector's certificates).

For scope of search see Caption.

Tax Certificates omitted as per order received.

In witness whereof the Pioneer Abstract and Guarantee Title Company has hereunto subscribed its name by its Manager-Secretary and affixed its corporate seal on this 10th day of April, 1921, at 10:00 o'clock A. m.

PIONEER ABSTRACT AND GUARANTEE TITLE CO.

W. H. Quinn
Manager-Secretary.

To

4.84 acres in Sur.#4 San Elizario Grant in El Paso County,Texas, as shown by the plat attached hereto.

Beginning Apr.10,1929, date of certificate to Abstract #40578 prepared by this Company to which abstract this is supplemental and bringing the title to date.

Prepared by

Pioneer Abstract and Guarantee Title Co.

For U.S.Reclamation Service

Feb. 21, 1930 8 o'clock, A. M.

Remarks:

It is agreed by the person accepting this abstract that it shall not be copied from by any one for any purpose and the price thereof is fixed with this agreement in view. Any infringements will be prosecuted.

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25	52	"	U.S.A.	WD #366	67	
26	55	Abstractor's	Certificate			

Frank G.Candelaria
Plff

vs.

Sisto Salcido,Refugio Salcido De Munoz,Agustin Cano,Enrique Lucero,Maria C.de Lucero, Juan A.Salcido,Juan Salcido,Josefa Rivera de Salcido,Anastacia C.de Salcido,Francisca S.de Madrid,Juan Madrid,and the heirs of Sisto Salcido,Refugio Salcido de Munoz,Agustin Cano,Enrique Lucero,Maria C.de Lucero,Juan A.Salcido, Juan Salcido,Josefa Rivera de Salcido,Anastacia C.de Salcido,Francisca S.de Madrid,Juan Madrid;The Inhabitans of the Town of San Elizario, on Mar.10,1882 and the Unknown Heirs of the Inhabitants of Town of San Elizario, and the Unknown Inhabitants of the Dissovled Town of San Elizario and the Heirs of the Unknown Inhabitants of the Dissolved Town of San Elizario

D E F E N D A N T S

Suit #32923
34th District Court,El Paso County, Texas 48

Plff Alleges:
On June 1, 1929, he was possessed of following premises,situated in El Paso Co.Tex.claiming same in fee simple: That tract of land,situated in Co.of El Paso,State of Tex.in San Elizario Grant,being Sur.#4,on the main land as survey appears on map of A.Q.Wingo,BEGINNING at an iron pipe on S.E.side of right of way of a private entrance and S.W. side of the right of way of the river drain;thence S.73°46' W.908.6 ft.to a pipe thence S.28°35' E.938 ft.to a pipe;thence S.70°44' W.1442.9 ft.to a pipe on the river lateral;thence N.27°53' W.1033.8 ft; thence N.73°46' E.2351.5 ft.to S.W.side of the right of way of river drain;thence S. 34°34' E.21.1 ft. to place of beginning. containing 32.88 adres of land more or less,tract herein described being tract # 7,Blk.28,San Elizario Grant,according to new map compiled by the County Surveyor of El Paso County,Texas;On the day and yr. last aforesaid,Defts.unlawfully entered on premises,ejected Plff.therefrom unlawfully withhold from the possession to his

damage of \$100;The reasonable annual rental of the land is \$100,Plff Prays judgment of Court that Defts.be cited,answer this petition,that Plff.have judgment for title of above land,that writ of restitution issue for his rents,etc.for such other relief,special and general in law and in equity that he may be justly entitled to. Further plea in this behalf Plff say he has had peaceable and adverse possession of land above described,using same paying all taxes thereon,holding same under deed recorded,for a period of more than 5 yrs.next preceding the filing of this suit,this he is ready to verify;further plea in this behalf says that he had peaceable possession of the land here in described,enjoying same,paying all taxes for a period of more than 10 yrs. next preceding the filing of this suit, that he is ready to verify;

Citation issued Nov.26,1929,by publication and printers affidavit and printed copy attached;came to hand Nov. 26,1929, by publishing in Labor Advocate,a newspaper printed in Co. of El Paso,State of Texas once a week for 4 consecutive weeks previous to the retrun day hereof,made on Nov.29, & Dec. 6, 13,& 20,days of 1929; Returned and filed Jan.8,1930.

Affidavit of Frank G.Candelaria,filed,Nov 26,1929;that the residences of the inhabitants of San Elizario are unknown,sworn to before Notary Public under seal,Nov.26 1929;

Waiver of Service,filed Jan.8, 1930;Refugio Salcido de Munoz,Agustin Cano,Enrique Lucero,Maria C.de Lucero,Juan A.Salcido,Juan Salcido,Josefa Rivera de Salcido,Anastacia C. de Salcido,Defts.in above cause,residents of El Paso Co.Tex.hereby waive issuance and service of citation in above cause;

It appearing to the Court that Citation was had by publication in the above styled and numbered cause,Court does appoint Breedlove Smith,Esq.Attorney to represent the absent Defts.

#32923--3
Defts. Original Answer, Jan. 10, 1930; Comes Defts. by their Attorney duly appointed by the Court, General Exception; General Dep nial;
Statement of Facts filed, Jan. 10, 1930: Bk. 28 Pg. 212: On Jan 9, 1930, at a regular term of this Court came on to be heard, above entitled and numbered cause, appearing to Court that citation was had by publication as to some of the Defts. named in Plff's petition, and as to these Defts. same failed to appear, and answer in this behalf; Court appointed an Attorney to represent Defts. in this cause, as is provided by law; further appearing to Court that the remainder of Defts. named in Plff's petition having accepted service, filed a waiver of same in this cause, Court being satisfied as to the genuineness of same, Defts. having failed to appear and answer in this behalf or to make protest against this proceeding, Court proceeded to try above cause, parties that appeared before the Court in person and by attys. agreed to waive a jury, submitted the matters in controversy both of law and of fact to Court, court having heard the pleadings in the case, the evidence and being fully satisfied in the premises finds that Plff. is entitled to relief prayed for; Ordered by the Court that Plff. F.G. Candelaria, recover from Defts. Sisto Salcido, Refugio Salcido de Munoz, Agustin Cano, Enrique Lucero, Maria C. de Lucero, Juan A. Salcido, Juan Salcido, Josefa Rivera de Salcido, Anastacia C. de Salcido, Francisca S. de Madrid, Juan Madrid and the heirs of Sisto Salcido, Refugio Salcido de Munoz, Agustin Cano, Enrique Lucero, Maria C. de Lucero, Juan A. Salcido, Juan Salcido, Josefa Rivera de Salcido, Anastacia C. de Salcido, Francisca S. de Madrid, Juan Madrid, the inhabitants of the town of San Elizario on Mar. 10, 1882, and the unknown heirs of the inhabitants of the town of San Elizario and the unknown inhabitants of the dissolved town of San Elizario and the unknown heirs of the unknown inhabitants of the

#32923--4
dissolved town of San Elizario, land described as follows: that tract of land situated in Co. of El Paso, State of Tex. in San Elizario Grant, being part of Sur. #4 of main land as said survey appears on map of A.Q. Wingo, Beginning at an iron pipe on the S.E. side of right of way of a private entrance and the S.W. side of the right of way of the river drain; thence S. 73° 46' W. 908.6 ft. to a pipe; thence S. 28° 35' E. 938 ft. to a pipe; thence S. 70° 44' W. 1442.9 ft. to a pipe on the river lateral; thence N. 27° 53' W. 1053.8 ft; thence N. 73° 46' E. 2351.5 ft. to S.W. side of the right of way of the river drain; thence S. 34° 34' E. 21.1 ft. to the place of beginning containing 32.88 acres more or less. Tract described being tract #7, Blk. 28 San Elizario Grant according to the new map compiled by the County Surveyor of El Paso County, Texas; for which he may have his writ of possession, he may have his execution; Further order of the Court that Plff pay all costs in this behalf incurred.

SP

36667
F.G. Candelaria and
Adela G. Candelaria
his wife
-to-
The United States
of America
Warranty Deed
Dated Feb. 7, 1930
Filed Feb. 18, 1930
Bk. Pg.
Consid: \$363.00
paid by The United
States of America
in pursuance of the provisions of the
Act of June 17, 1902, (32 Stat. 388) and
acts amendatory thereof supplementary
thereto receipt acknowledged.
Do Grant, Sell and Convey unto
The United States of America 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 lying and situate in
El Paso County, Texas, and in the South-
west quarter of the Southeast quarter,
Section 31, Township 32 South, Range 7
East, and the Northwest Quarter of the
Northeast Quarter, Section 6, Township
33 South, Range 7 East, Bureau of Recla-
mation survey, being also within survey
4 of the Mainland San Elizario Grant,
and more particularly described as follow
Beginning at a point on the line between
Surveys 3 and 4 of the Mainland San
Elizario Grant and from which point the
Northeast corner Section 6, Tsp. 33 South
Range 7 East, bears South 82° 23' 30"
East 2238.50 ft. and an iron pipe in the
line between Surveys 3 and 4 of the Main-
land San Elizario Grant bears North 73°
46' E. 1143.1 ft. thence South 13° 05'
E. 271.62 ft. thence South 19° 13' 30"
E. 266.55 ft. thence South 24° 52' 30" E.
266.55 ft. thence South 27° 42' E. 184.40
ft. to a point on the southeasterly prop-
erty line of the grantor and from which
point an iron pipe bears North 70° 44'
East 1267.72 ft. and the Northeast cor-
ner of Section 6, Tsp. 33 South Range
7, East, bears North 71° 32' East 1973.34
ft. thence South 70° 44' West along the
Southeasterly property line of the grant-

#36667--2
or 175.18 ft. to a point on the north-
easterly right of way line of the Rio
Lateral and Levee; thence North 27° 53'
West along said northeasterly right of
way line of the Rio Lateral and levee
1013.40 ft. to a point on the line between
Surveys 3 and 4 of the Mainland San
Elizario and from which point an iron
pipe bears South 73° 46' W. 1495.15 ft.
thence North 73° 46' E. along the line
between Surveys 3 and 4 San Elizario
Grant, 303.15 ft. to the point of be-
ginning, said tract of land containing
4.84 acres more or less as shown on
Bureau of Reclamation Survey plat attach-
ed to contract dated Oct. 23, 1928,
between the grantors and the grantee here-
in of record at pg. 100, in Vol. 507,
Deed Records of the County of El Paso,
El Paso, Texas,
To Have and To Hold, etc.
General Warranty.
F.G. Candelaria
her
Adela G. X Candelaria
mark
THE STATE OF TEXAS
COUNTY OF EL PASO
Before me, Louis M.
Foix Notary Public in and for El Paso
County, Texas, on this day personally
appeared F.G. Candelaria known to me to
be the person whose name is subscribed
to the foregoing instrument and acknow-
ledged to me that he executed the same
for the purposes and consideration
therein expressed.
Given under my hand and seal of
office this 7th day of Feb. A.D. 1930.
(Notl. Seal) Louis M. Foix
Notary Public in and for El Paso County,
Texas.

THE STATE OF TEXAS
COUNTY OF EL PASO
Before me, Louis
M. Foix a Notary Public in and for El
Paso County, Texas, on this day personal-
ly appeared Adela G. Candelaria wife of

#36667-----3
F.G. Candelaria 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 Adela G. Candelaria acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office this 7th day of February, A.D. 1930.
(Notl. Seal) Louis M. Foix
Notary Public in and for El Paso County, Texas.

EM

26

This is to certify that the foregoing Abstract, numbered 42743 consisting of 10 pages numbered consecutively from 46 to 55, is a full and complete abstract of all deeds, mortgages, deeds of trust, releases, abstracts of judgments, mechanic's liens and other instruments recorded in the office of the County Clerk of El Paso County, Texas, of all suits, proceedings and judgments, including proceedings in probate, in the District and County Courts of said County, and in the United States Courts for the Western District of Texas, sitting at El Paso, so far as they are disclosed by the files and records of said courts, affecting the title to the real estate described in the caption hereof or creating or releasing liens thereon.

For scope of search see caption.

Tax certificates omitted as per order received.

In witness whereof the Pioneer Abstract and Guaranty Title Company has hereunto subscribed its name by its Manager-Secretary and affixed its corporate seal on this 21st day of Feb. 1930 at 8 o'clock A. m.
PIONEER ABSTRACT AND GUARANTEE TITLE CO.
Manager-Secretary.
FORM 5-P. A. & G. T. Co.

55

I, R.D. RICHIEY, Tax Collector, in and for the County of El Paso, State of Texas, do hereby certify that there are no taxes due or unpaid except as hereinafter shown on the following described land:
4.84 acres adjoining the River lateral & levee on the North and East out of Tract #7 Block 28 containing 32.88 acres according to the New County Survey of the San Elizario Grant, El Paso County, Texas, and being a part of the accretion to Survey #4 Block I San Elizario conveyed as follows:
G.N. Garcia 2nd, Mayor for Corporation of San Elizario to Pedro Perez on Mar. 10/1882, Survey #4 Deed Records 71 Page 191. Pedro & Vicenta Mejia de Perez to Sisto Salcido on Oct. 4/1883 Survey #4, 61 acres. Juan A. Salcido, Josefa Rivera de Salcido, Juan Salcido, Anastacia G. de Salcido, Francisca S. de Madrid and Juan Madrid to R.G. Candelaria on Mar. 30/1915, accretion to Survey #4 (acres not shown) Deed records 277 Page 31. Juan A. Salcido & Josefa Rivera de Salcido to R.G. Candelaria on Nov. 10, 1915, Deed records 511 Page 398, being same land as above shown in Deed records 277 Page 31. Juan A. Salcido & Josefa R. Salcido to F.G. Candelaria on Dec. 17/1928, 36 acres, being part of the accretion to Survey #4, Deed records 511 Page 396. Regino Salcido de Munoz, Augustin Cano, Enrique Lucero, Maria C. de Lucero to F.G. Candelaria on Mar. 9/1920, Sur. #4 together with all accretions (acres not shown) Deed records 341 Page 81. (See Page 2)

In 34th Dist. Court Cause #32923
F.G. Candelaria VS Sisto Salcido et al Tract 7 Block 28 containing 32.88 acres in San Elizario Grant, El Paso County, Texas, said Candelaria was awarded said land.
F.G. & Adela G. Candelaria sold to The United States of America the 4.84 acres first mentioned and is a part of the 36 acre tract as described in deed to said Candelaria, Dec. 17/1928 Deed records 511 Page 396 hereinafore mentioned, which 4.84 acres were sold to said United States of America by said Candelaria on Feb. 7/1930 Deed records 520 Page 308.
Unpaid taxes;
1886 to 1915; 36 acres \$77.18
1916, 1917, 1924 to 1929 } II acres
1918 to 1923, 15 acres 20.78
1924 to 1929, 25 acres 252.92
1921 to 1923, 21 acres 43.71
Total taxes etc. 414.02

Witness my hand this 14th day of March 1930.

R.D. RICHIEY
El Paso Co., Tax Collector.
Deputy.

(Page 2)

STATE OF TEXAS)
COUNTY OF EL PASO)

Before me, Geo. W. Hoadley, a Notary Public in and for El Paso County, Texas, on this day personally appeared Adela G. Candelaria, wife of F. G. Candelaria, 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 Adela G. Candelaria 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 12th day of January, A.D. 1929

Geo. W. Hoadley

Notary Public in and for El Paso County, Texas.
My commission expires 6/1-29

(SEAL)

and is duly recorded in Vol. 507 of

Page No. 100

W. D. Gault

County Recorder.

By A. Q. Osborne

Fees, \$

AFFIDAVIT OF DISINTERESTEDNESS

STATE OF Texas

COUNTY OF El Paso

ss:

(Execute only on Returns Office copy)

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

L. R. Flock

Acting Superintendent

Bureau of Reclamation.

Subscribed and sworn to before me at El Paso, Texas

this 6th day of January

A. D. 1929

Geo. W. Hoadley

[OFFICIAL SEAL]

My commission expires

6/1-29

GOVERNMENT PRINTING OFFICE

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 Vendor hereby releases the United States from all liability due to the failure of Congress to make such appropriation.

11. The Vendor warrants that the Vendor has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract, or, in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commissions payable by contractors upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Vendor for the purpose of securing business with others than the Government.

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

IN WITNESS WHEREOF the parties have hereto signed their names the day and year first above written.

Witnesses:

THE UNITED STATES OF AMERICA,

By J. P. Fitch
Acting Superintendent, Bureau of Reclamation.

JAN 7 1929

P. O. Address

P. O. Address

Vendor.

Witnesses to mark

F. H. Caudelara

Vendor.

P. O. Address

Geo. W. Hoadley

(x) Rev mark

P. O. Address

Frank Caudelara

Adela H. Caudelara

Vendor.

Approved:

Ysleta, Texas

Ysleta, Texas

(Date)

, 192

RECEIVED BY THE UNITED STATES OF AMERICA

and from which point an iron pipe bears North seventy degrees, forty-four minutes East (N70°44'E) one thousand two hundred sixty-seven and seventy-two hundredths (1267.72) feet and the Northeast (NE) corner of Section Six (6), Township thirty-three (33) South, Range Seven (7) East, bears North seventy-one degrees (71°) thirty-two minutes (32') East (E), one thousand nine hundred seventy-three and thirty-four hundredths (1973.34) feet; thence South seventy degrees, forty-four minutes West (S70°44'W) along the southeasterly property line of the grantor one hundred seventy-five and eighteen hundredths (175.18) feet to a point on the northeasterly right of way line of the Rio Lateral and Levee; thence North twenty-seven degrees, fifty-three minutes West (N27°53'W) along said northeasterly right of way line of the Rio Lateral and Levee one thousand thirteen and forty hundredths (1013.40) feet to a point on the line between Surveys 3 and 4 of the Mainland San Elizario Grant, and from which point an iron pipe bears South seventy-three degrees, forty-six minutes West (S73°46'W) one thousand four hundred ninety-five and fifteen hundredths (1495.15) feet; thence North seventy-three degrees, forty-six minutes East (N73°46'E) along the line between Surveys 3 and 4 San Elizario Grant, three hundred three and fifteen hundredths (303.15) feet to the point of beginning, said tract of land containing four and eighty-four hundredths (4.84) acres more or less as shown on Bureau of Reclamation Survey plat attached hereto and made a part hereof.

The United States shall purchase said property on the terms set forth upon execution and delivery of the deed provided in Article 3 and the signing of the usual Government vouchers therefor, and their further approval by the proper Government officials, it shall cause to be paid to the Vendor as full purchase price and full payment for all damages for entry upon the said property and the construction, operation, and maintenance of reclamation works thereon under said act, the sum of

Three Hundred Fifty Three and 00/100 dollars

(\$ *363.00*), by U. S. Treasury warrant or fiscal officer's check.

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

8. The Vendor may retain possession of said property until *December 15, 1928* notwithstanding earlier delivery of the deed as herein provided, and may harvest and retain the crop

thereon until *December 15, 1928*; except that the proper officers and agents of the United States shall 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, free of any claim for damage or compensation on the part of the Vendor.

9. This contract shall become effective to bind the United States to purchase said property immediately upon its approval by the proper supervisory officer of the Bureau of Reclamation, and shall terminate by limitation at the expiration of *three* months from its date, unless extended as above provided, and shall inure to the benefit of and be binding upon the heirs, executors, administrators, and assigns of the Vendor, and the successors and assigns of the United States.

LAND PURCHASE CONTRACT

BUREAU OF RECLAMATION PROJECT
BUREAU OF RECLAMATION
DEPARTMENT OF THE INTERIOR

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 Vendor hereby releases the United States from all liability due to the failure of Congress to make such appropriation.

11. The Vendor warrants that the Vendor has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract, or, in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commissions payable by contractors upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Vendor for the purpose of securing business with others than the Government.

12. 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,

DEPARTMENT OF THE INTERIOR

BUREAU OF RECLAMATION

RIO GRANDE

IRRIGATION PROJECT New Mexico-Texas

LAND PURCHASE CONTRACT

THIS CONTRACT, made this 23rd day of October, 1923, in pursuance of the act of June 17, 1902 (32 Stat., 388), and acts amendatory thereof or supplementary thereto, between the UNITED STATES OF AMERICA, hereinafter styled the United States, by represented by the contracting officer executing this contract

~~therunto duly authorized, and subject to the approval of the proper supervisory officer thereof,~~
and F. G. Candelaria, Superintendent, Bureau of Reclamation,

and Adela, S. Candelaria, his wife, hereinafter styled Vendor,

of Ysleta, County of El Paso, State of Texas

2. WITNESSETH, That for and in consideration of the mutual agreements herein contained, the parties hereto do covenant and agree as follows:

3. The Vendor shall sell and by good and sufficient general warranty (General warranty, covenant against grantor, or quitclaim) convey to the United States, free of lien or encumbrance, the following-described real estate which is

h is separate property, situated in the County of El Paso
(Homestead, community, separate)

State of Texas, to wit:

A tract of land lying and situate in El Paso County, Texas, and in the Southwest quarter of the Southeast quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$), Section Thirty-one (31), Township Thirty-two (32) South, Range Seven (7) East, and the Northwest Quarter of the Northeast Quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$), Section Six (6), Township Thirty-three South, Range Seven (7) East, Bureau of Reclamation Survey, being also within survey 4 of the Mainland San Elizario Grant, and more particularly described as follows:

Beginning at a point on the line between Surveys 3 and 4 of the Mainland San Elizario Grant and from which point the Northeast (NE) corner Section Six (6), Township Thirty-three (33) South, Range Seven (7) East, bears South eighty-two degrees, twenty-three minutes, thirty seconds East (S82°23'30"E) two thousand two hundred thirty-eight and fifty-hundredths (2238.50) feet, and an iron pipe in the line between Surveys 3 and 4 of the Mainland San Elizario Grant bears North Seventy-three degrees, forty-six minutes East (N73°46'E) one thousand one hundred forty-three and one-tenth (1143.1) feet; thence South thirteen degrees, five minutes East (S13°05'E) two hundred seventy-one and sixty-two hundredths (271.62) feet; thence South nineteen degrees, thirteen minutes, thirty seconds East (S19°13'30"E) two hundred sixty-six and fifty-five hundredths (266.55) feet; thence South twenty-four degrees, fifty-two minutes, thirty seconds East (S24°52'30"E) two hundred sixty-six and fifty-five hundredths (266.55) feet; thence South twenty-seven degrees, forty-two minutes East (S27°42'E) one hundred eighty-four and forty-hundredths (184.40) feet to a point on the southeasterly property line of the grantor

619 First National Bank Bldg.,
El Paso, Texas.

March 28, 1932.

James S. Mooney, Esquire,
Attorney at Law,
Isleta, Texas.

Dear Sir:

Reference is made to the land purchase contract between the United States and your clients, Clemente Candalaria et ux, dated November 3, 1928, covering 1.28 acres in Survey 4, San Elizario Grant.

The abstract shows tax collector's certificate of taxes due which amount to \$60.79. I have not yet had opportunity to examine the abstract but was not sure that I remembered exactly what your plan was about payment of these taxes. That is, did you want the taxes paid out of purchase price and the balance paid to Mr. Candalaria, or was he going to pay the taxes?

It will also be necessary for your clients to execute a deed to the property, which deed is now being prepared and will be sent you shortly.

Very truly yours,

H. J. S. Devries,
District Counsel.

cc - Supt., El Paso

619 First National Bank Bldg.,
El Paso, Texas,

February 1, 1932.

From: District Counsel
To: Superintendent, El Paso, Texas.
Subject: Acquisition of Land - Supplemental Opinion of Title
to Land Described in Contract dated October 23, 1928,
with F. G. Candelaria et al; area, 4.84 acres; con-
sideration, \$363.00 for Riverside Canal, Rio Grande
Project.

1. Under date of March 1, 1930, there was written a title opinion in this matter which found a satisfactory title to be vested in the United States free and clear of encumbrances except as stated therein and recommended that there be deducted from the consideration the sum of \$296.57 taxes as shown by tax collector's certificate, and the balance of the consideration be paid to the contractor.

2. Subsequently the tax collector advised that he could not certify all taxes clear as all of the contractor's lands had not been assessed. The contractor has now procured supplemental assessment of all lands and the tax collector has rendered a statement of all taxes, including the supplemental assessments, in the sum of \$346.76, exclusive of taxes for 1930 and 1931. As the United States entered possession under a recorded deed before 1930 taxes were levied, in my opinion taxes for 1930 and 1931 may be disregarded and there may now be paid from the purchase price, in accordance with authorization from the contractor, the sum of \$346.76 and upon procuring from the tax collector a certificate showing that such payment satisfied all taxes except for the years 1930 and 1931, the balance of the consideration named in the contract, \$16.24, may be paid to the contractor. In connection with preparation of vouchers attention is invited to Circular Letter 1737, dated April 3, 1929.

H. J. S. Devries.

cc - Denver
Washington

El Paso, Texas,
February 1, 1932.

Mr. L. R. Flock, Superintendent,
Bureau of Reclamation,
El Paso, Texas.

Dear Sir:

Reference is made to land purchase contract which I have with the United States dated October 23, 1928, covering the purchase by the United States of 4.84 acres in Survey 4 of Mainland San Elizario Grant, County Map, being part of Tract 7, Block 28.

District Counsel advised me by letter of March 1, 1930, that the tax collector's office had advised that all of my land had not been rendered for taxes and that procuring a tax certificate showing taxes paid could not be done.

Since that time I have taken the matter up with the tax collector and had the assessment supplemented. The attached tax certificate, dated January 31, 1932, covers all taxes on my lands including the supplemental assessments to and including taxes for the year 1929. As the United States entered possession of this land under deed which I executed and which was filed February 7, 1930, in Book 520, Page 308, El Paso County Records, no State and County taxes accrued for that year or subsequent years.

The consideration in the contract for conveyance of the land is \$363.00. You are authorized and it is requested that you pay out of that consideration the \$346.76 necessary to procure certificate of taxes paid thereby and transmit the payment of the balance of the consideration to myself and wife as contractors.

Very truly yours,

IN THE THIRTY FOURTH DISTRICT COURT,
EL PASO COUNTY, TEXAS.

- - - - -

FRANK G. CANDELARIA,
Plaintiff.

VS.

NO. 32923.

SISTO SALCIDO et al.,
Defendants.

- - - - -

On this the 21st day of January, A. D. 1930 at a regular term of this court came on to be heard the above entitled and numbered cause, and it appearing to the court that citation was had by publication as to some of the defendants named in plaintiff's petition and as to those defendants the same failed to appear and answer in this behalf, and the court appointed an attorney to represent said defendants in this cause as is provided by law; and it further appearing to the court that the remainder of the defendants named in plaintiff's petition having duly accepted service and filed a waiver of same in this cause and the court being satisfied as to the genuineness of the same and said defendants having failed to appear and answer in this behalf or to make protest against this proceeding, the court proceeded to try said cause and the parties that appeared before the court in person and by attorneys agreed to waive a jury, and submitted the matters in controversy both of law and of fact to the court, and the court having heard the pleadings in the case, and the evidence and being fully satisfied in the premises finds that plaintiff herein is entitled to the relief prayed for.

It is therefore considered, ordered, adjudged and decreed by the court that the plaintiff F. G. Candelaria recover of and from the defendants Sisto Salcido, Refugio Salcido de Muñoz, Agustin Cano, Enrique Lucero, Maria C. de Lucero, Juan A. Salcido, Juan Salcido, Josefa Rivera de Salcido, Anastacia C. de Salcido, Francisca S. de Madrid, Juan Madrid, and the heirs of Sisto Salcido, Refugio Salcido de Muñoz, Agustin Cano, Enrique Lucero, Maria C. de

Lucero, Juan A. Salcido , Juan Salcido, Josefa Rivera de Salcido, Anastacia G. de Salcido, Francisca S. de Madrid, Juan Madrid, the inhabitants of the town of San Elizario on the 10th day of March, 1882 and the unknown heirs of the town of San Elizario and the unknown inhabitants of the dissolved town of San Elizario and the unknown heirs of the unknown inhabitants ^{dissolved} of the town of San Elizario, the land and premises described and bounded as follows:

That certain tract and parcel of land situated in the county of El Paso, State of Texas and in the San Elizario Grant and being a part of Survey No. Four of the main land as said survey appears on the map of A. Q. Wingo. Beginning at an iron pipe on the S. E. side of the right of way of a private entrance and the S. W. side of the right of way of the river drain; thence S. 73 deg. 46' W 908.6 feet to a pipe; thence S 28 deg. 35' E. 938 feet to a pipe; thence S. 70 deg. 44' W. 1442.9 feet to a pipe on the river lateral; thence N. 27 deg. 53' W. 1033.8 feet; thence N. 73 deg. 46' E. 2351.5 feet to the S. W. side of the right of way of the river drain; thence S. 34 deg. 34' E. 21.1 ft. to the place of beginning. Containing 32.88 acres more or less. The said tract herein described being tract number Seven in Block 28 of the San Elizario Grant according to the new map compiled by the county surveyor of El Paso County, Texas;

for which he may have his writ of possession and for which he may have his execution.

It is the further order of the court that the plaintiff herein pay all costs in this behalf incurred.

(Signed)

W. McNamee

Judge. Thirty Fourth District Court,
El Paso County, Texas.

*This is a true and correct copy
of the judgement rendered in the
above styled & numbered cause.*

Chas. Owen
Attorney for J. Gaudelaine

CERTIFICATE OF POSSESSION

I HEREBY CERTIFY that I have personally examined the
land described in land purchase contract dated October 23, 1928
and Adela G. Candelaria
between The United States of America, and F. G. Candelaria, and
that the proposed grantors are in actual, sole and exclusive
possession of the land proposed to be conveyed, claiming to be
the owners thereof, and no person claiming a right in such land
adverse to the proposed grantors is in possession of any part
of it.

Dated at El Paso, Texas, this 8th day of January, 1929.

Geo. W. Hoadley

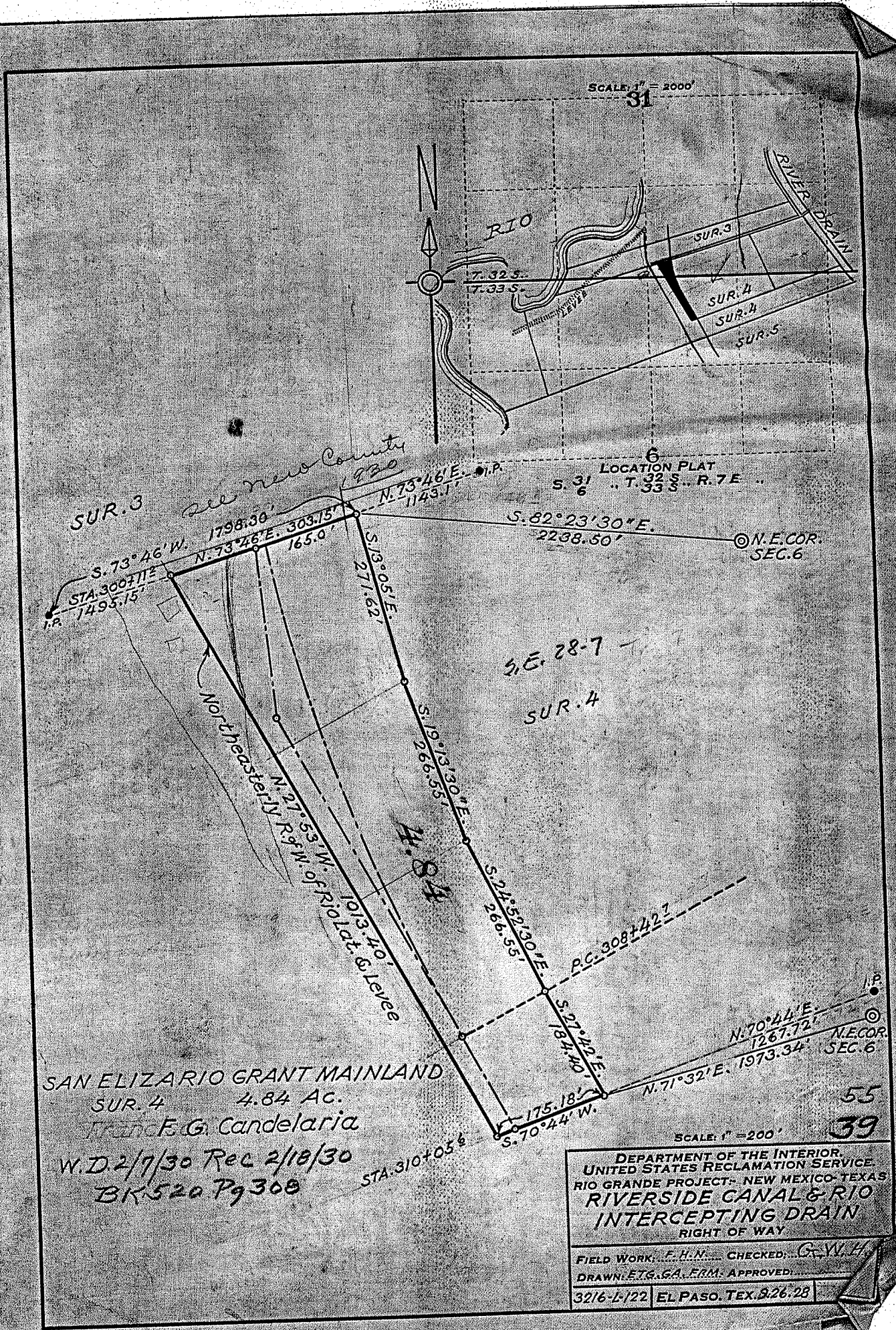
Junior Engineer
Bureau of Reclamation.

CERTIFICATE BY PROJECT SUPERINTENDENT

I hereby certify that the land described in attached land purchase contract dated October 23, 1928, between The United States of America and F. G. Candelaria, and Adela G. Candelaria, is required for purposes authorized by the Act of June 17, 1902, (32 Stat., 388), namely, as right of way for the Riverside Canal, a part of the Rio Grande Federal Irrigation Project; that the consideration to be paid thereunder, namely, \$363.00, is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

Dated at El Paso, Texas, this 7th day of January, 1929.

L.R. Flock
Acting Superintendent
Bureau of Reclamation.



DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

CONTINENTAL SUPPLY CO. INC.

Rio Grande IRRIGATION PROJECT

REPORT ON LAND PURCHASE CONTRACT

(SEE PAGES 251-267, VOL. I, OF MANUAL)

INFORMATION relating to land purchase contract made

10/23

, 1928, with

F. G. Candelaria, and Adela G. Candelaria

1. State purpose for which the land is required.

Riverside Canal

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

4.84 acres fully described in contract

3. 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 has been issued.

No public lands in Texas

4. State names of the owners, post-office addresses, and county and State of residence. Give names of wives and husbands, as the case may be; if unmarried, widow, or widower, so state.

F. G. Candelaria, Yalata, Texas

Adela G. Candelaria, wife, Yalata, Texas.

5. 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 such lease, the date the tenant is to give up possession, and state clearly whether any arrangement has been made with the tenant for the disposition of his affected interest.

Owner in possession

6. State whether land is subject to right of way by virtue of contract with water users' association, irrigation district, or other agreement.

Yes.

ABSTRACT OF AGREEMENT
ADVERTISING—AWARD—FORM

No. 116r-271
(Contract)
Date _____, 19____

Department of the Interior Bureau of Reclamation El Paso, Texas
(Department or establishment) (Bureau or office) (Location)

ABSTRACT OF AGREEMENT

F. G. Candelaria and Adela G. Candelaria, his wife Total amount, \$ 363.00
(Name of contractor)

By F. G. Candelaria & Adela G. Candelaria Subject purchase of land

Title Contractor Contract period Oct. 23, 1928

Address Ysleta, Texas. Appropriation Rio Grande Project, F.Y. 1929

Contracting officer L. R. Flock, Act. Supt. Discount _____

Items _____

Quantity 4184 acres

Unit price(s) _____

Deliveries _____

Conditions _____

Payments to be made by Special Fiscal Agent L. S. Kennicott

Deductions _____

Special requirements: _____

Damages, actual _____

Damages, liquidated _____

Other _____

* Remarks _____

METHOD OF OR ABSENCE OF ADVERTISING

(Section 3709 of the Revised Statutes)

1. After advertising in newspapers.
2. After advertising by circular letters sent to _____ dealers and by notices posted in public places.
3. Without advertising, under an exigency of the service which existed prior to the order and would not admit of the delay incident to advertising.
4. Without advertising, in accordance with _____

5. Without advertising, it being impracticable to secure competition because of * _____

* See NOTE 1 on reverse hereof.

OFFICERS
TOM B. NEWMAN
President
N. H. GILLOT
Vice-President
JAMES W. GIBB
Treasurer
A. G. FOSTER
Secretary

Pioneer Abstract & Guarantee Title Company
First National Bank Building
El Paso, Texas

[Handwritten signature]

DIRECTORS
W. H. BUCHER
A. H. CULWELL
JAMES W. GIBB
N. H. GILLOT
TOM B. NEWMAN
H. H. NEWMAN
M. C. WILCOX
LEGAL DEPARTMENT
W. W. TURNER
W. H. BURGESS
A. H. CULWELL
J. M. POLLARD

January 15, 1929,

Mr. H. J. Devries,
c/o Bureau of Reclamation,
Toltec Club Building,
El Paso, Texas,

Dear Sir: Our File: C/6051.

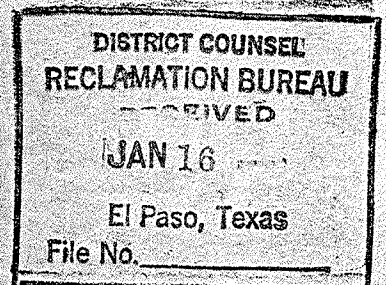
Referring to the application of this date, made by you, for a title policy, covering a part of Survey 4, in Block 1, of the San Elizario Grant, El Paso County, Texas, in the name of F. G. Candelario, we beg to advise that we will not be able to write the policy requested on account of the status of the title, which is anything but satisfactory.

We return herewith, the plat of said tract of land, submitted to us, with the application.

Very truly yours,

[Handwritten signature]
Manager,

NHG:MF.



El Paso, Texas, February 16, 1929.

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

Gentlemen:

Reference is made to your letter of January 15, responsive to our application for Certificate of Guaranty as to title to 4.84 acres of land in Survey No. 4, Block No. 1, of the San Elizario Grant, which is under contract for purchase by the United States, contract dated October 23, 1928, in which you state "We will not be able to write the policy requested on account of the status of the title which is anything but satisfactory". Would it be feasible for you to advise us what it will be necessary to procure from the Vendor in way of additional instruments and further showing so as to put the matter in such shape that a certificate may be issued.

Under our contract with the Vendor, he agrees to provide anything in the way of additional instruments that we may advise him will be necessary and from the statement contained in your letter, we are unable to advise him what he will have to do to place the title in proper shape so that we may close the transaction and receive his deed.

Y

Very truly yours,

H. J. S. Devries,
District Counsel.

cc- F. O. Candelario, El Paso, Texas.

El Paso, Texas, February 26, 1929.

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

Gentlemen:

Will you please prepare and send to us an abstract of title to 4.84 acres of land "lying and situate in El Paso County, Texas, and in the Southwest quarter of the Southeast quarter (SW $\frac{1}{4}$ SE), Section Thirty-one (31), Township Thirty-two (32) South, Range Seven (7) East, and the Northwest Quarter of the Northeast Quarter (NW $\frac{1}{4}$ NE), Section Six (6), Township Thirty-three South, Range Seven (7) East, Bureau of Reclamation Survey, being also within survey 4 of the Mainland San Elizario Grant," and more particularly described in land purchase contract dated October 23, 1928 between the United States and F. C. Candelario.

Very truly yours,

H. J. S. Devries,
District Counsel.

Entry 10 page 13: Juan A. Salcido and Josefa Rivera de Salcido, his wife; Juan - Salcido and Anasacia C. de Salcido, his wife; Francisca S. de Madrid and Juan Madrid, her husband conveyed to Frank G. Candelario by an erroneous description what appears to be accretion between the land now involved and the river and seems to include only about 40 feet, scaled, of the most westerly part of the tract now under consideration. The deed contains a declaration that the grantors embrace the children and only heirs at law of Sixto Salcido. From other information it appears that this declaration does not accurately state the facts.

Entry 11 page 17 Refugio Salcido de Munoz et als., to Frank G. Candelario. The description in this conveyance is good but so far as the record shows the grantors bear no relationship to the chain of title.

Entry 14, page 20 Juan a Salcido et als to Frank G. Candelario, shows a conveyance setting forth what appears to be, when an attempt is made to plat it, and impossible description.

Entry 15, page 22 - Juan A. Salcido et ux, to F. G. Candelario is a purported correction deed but covers substantially the same description as that in conveyance shown at Entry 10, page 13 and includes only a small part of the westerly portion of the land here involved.

Accordingly whatever title to Survey 4, San Elizario Grant may have been conveyed by the Corporations' deed of March 10, 1882 Entry 4, page 4 of abstract appears to remain of record in Sixto Salcido and his heirs.

Complete heirship must be established and such persons together with all unknown claimants should be named and served as parties defendant in a trespass to try title suit and decree of court of competent jurisdiction finding title in Frank G. Candelario procured to be followed by conveyance by warranty deed to the United States.

Very truly yours,

H. J. S. Devries,
District Counsel.

El Paso, Texas, Jun3 11, 1929.

Mr. Frank Candelario,
Ysleta, Texas.

Dear Mr. Candelario:

Reference is made to land purchase contract dated October 23, 1928, between yourself and wife, Adela C. Candelario as vendors and the United States as purchasers of 4.84 acres of land out of Survey 4 of the San Elizario Grant, in El Paso County, Texas more particularly described in that contract.

As previously advised the Pioneer Abstract and Guarantee Title Company declined to issue a certificate of guarantee of title to the land and we accordingly procured abstract of title from that company, certified to as of April 10, 1929 and being numbered 40578.

An examination of the abstract discloses, in my opinion, that a satisfactory record title to the land described in the contract is not shown to exist in you so that a warranty deed from you and joined in by your wife Adela C. Candelario would not of record, vest a complete fee simple unencumbered title to said property in the United States as required by the contract for purchase.

Entry No. 4, page 4 of the abstract shows conveyance to Pedro Perez by the corporation of San Elizario by a deed which described Survey 4 by number only all of the description which followed having been stricken out of the original deed with a pen. Entry 5, page 6 of the abstract shows a conveyance from Pedro Perez et ux to Sixto Salcido of Survey 4 according to the Wingo Survey but the metes and bounds description reads "sand hills, thence North 40° East with South boundary line" while the course as shown in the Wingo Survey is "thence 47° East" etc.

The judgment appearing as entry 6 page 8 of the abstract may be disregarded because of the lapse of time since it was entered. Entry 9, page 12; Sixto Salcido conveys to Juan A. Salcido 11.1 acres in the San Elizario Grant. There is nothing whatsoever in the description to indicate that it is a part of the land described to be acquired by the United States nor that the land in question might be accretion to the tract described in Entry 9 of the Abstract. In other words this conveyance is too vague in description to be the basis of evidence of chain of title to the land in question.

El Paso, Texas, January 17, 1930.

Mr. F. G. Candelaria,
Yaleta, Texas.

Dear Mr. Candelaria:

Enclosed herewith is Warranty Deed in connection with land purchase contract dated October 25, 1928 with the United States. Please execute this deed and have your wife also execute it, before a Notary Public, and return it to this office.

Very truly yours,

H. J. S. Davies,
District Counsel.

R

(E), one thousand nine hundred seventy-three and thirty four hundredths (1973.34) feet; thence South seventy degrees, forty four minutes West ($S70^{\circ}44'W$) along the southeasterly property line of the grantor one hundred seventy-five and eighteen hundredths (175.18) feet to a point on the northeasterly right of way line of the Rio Lateral and Levee; thence North twenty seven degrees, fifty-three minutes West ($N27^{\circ}53'W$) along said northeasterly right of way line of the Rio Lateral and levee one thousand thirteen and forty hundredths (1013.40) feet to a point on the line between Surveys 3 and 4 of the Mainland San Elizario Grant, and from which point an iron pipe bears South seventy-three degrees, forty-six minutes West ($S73^{\circ}46'W$) one thousand four hundred ninety-five and fifteen hundredths (1495.15) feet; thence North seventy-three degrees, forty-six minutes East ($N73^{\circ}46'E$) along the line between Surveys 3 and 4 San Elizario Grant, three hundred three and fifteen hundredths (303.15) feet to the point of beginning, said tract of land containing four and eighty-four hundredths (4.84) acres more or less as shown on Bureau of Reclamation Survey plat attached to contract dated October 23, 1928, between the grantors and the grantee herein, of record at page 100, in Vol. 507, Deed Records of the County of El Paso, El Paso, Texas.

Very truly yours,

H. J. S. Devries,
District Counsel.

El Paso, Texas, February 7, 1930.

County Tax Collector,
El Paso, Texas.

Dear Sir:

Please issue tax certificate as to F. G. Candelaria land in Survey 4, San Elizario Grant described as follows and charge same to Bureau of Reclamation:

A tract of land lying and situate in El Paso County, Texas, and in the Southwest quarter of the Southeast quarter ($SW\frac{1}{4}SE\frac{1}{4}$), Section Thirty-one (31), Township thirty-two (32) South, range seven (7) East, and the Northwest quarter of the Northeast quarter ($NW\frac{1}{4}NE\frac{1}{4}$), Section Six (6), Township Thirty-three South, Range Seven (7) East, Bureau of Reclamation Survey, being also within survey 4 of the Mainland San Elizario Grant, and more particularly described as follows:

Beginning at a point on the line between Surveys 3 and 4 of the Mainland San Elizario Grant and from which point the Northeast (NE) corner Section six (6), Township Thirty-three (33) South, Range Seven (7) East, bears South Eighty-two degrees, Twenty-three minutes, thirty seconds East ($S\ 82^{\circ}23'30''E$) two thousand two hundred Thirty-eight and fifty-hundredths (2238.50) feet, and an iron pipe in the line between Surveys 3 and 4 of the Mainland San Elizario Grant bears North Seventy-three degrees, forty-six minutes East ($N73^{\circ}46'E$) one thousand one hundred forty-three and one-tenth (1143.1) feet; thence South thirteen degrees, five minutes East ($S13^{\circ}05'E$) two hundred seventy-one and sixty-two hundredths (271.62) feet; thence South nine-teen degrees, thirteen minutes, thirty seconds East ($S19^{\circ}13'30''E$) two hundred sixty-six and fifty-five hundredths (266.55) feet; thence South twenty-four degrees, fifty-two minutes, thirty seconds East ($S24^{\circ}52'30''E$) two hundred sixty-six and fifty-five hundredths (266.55) feet; thence South twenty-seven degrees, forty-two minutes East ($S27^{\circ}42'E$) one hundred eighty-four and forty hundredths (184.40) feet to a point on the southeasterly property line of the grantor and from which point an iron pipe bears north seventy degrees, forty-four minutes East ($N70^{\circ}44'E$) one thousand two hundred sixty-seven and seventy-two hundredths (1267.72) feet and the Northeast (NE) corner of Section Six (6), Township thirty-three (33) South, Range seven (7) East, Bears North seventy-one degrees (71°) thirty-two minutes (32') East

El Paso, Texas, February 7, 1930.

Hon. W. D. Greet,
County Clerk,
El Paso County,
El Paso, Texas.

Dear sir:

There is transmitted herewith Warranty
Deed dated February 7, 1930 from F. G. Candelaria, and wife
to the United States in the sum of \$563.00 to be recorded.
Recording fees to be charged to the Bureau of Reclamation.

Very truly yours,

H. J. S. Devries,
District Counsel.

H

Blair

El Paso, Texas, February 7, 1930.

Pioneer, Abstract & Guarantee Title Co.,
First Nat'l Bank Bldg.,
El Paso, Texas.

Gentlemen:

Kindly bring down to date enclosed your abstract No. 40578 covering 4.84 acres of F. G. Candelaria's land in Survey 4, San Elizario Grant, El Paso County, previously certified on April 10, 1929, billing Bureau of Reclamation for same. Tax certificate may be omitted. Deed from Mr. Candelaria to the United States has just been recorded.

Very truly yours,

H. J. S. Devries,
District Counsel.

El Paso County Water Improvement District No. 1

Collector's Certificate

El Paso, Texas, Feb. 24, 1930

This is to certify that all charges due El Paso County Water Improvement District No. 1, on property assessed to J. G. Carls and described as

MAP NO.	ABS. NO.	SUR. NO.	GRANTOR	LOT	BLK.	SUBDIVISION	TOTAL ACREAGE
19.18-1	16 5		D.H.				26.96

have been paid to and including the year....., except the following items:

[illegible]

ELLIS BROS.

Signed.

ASSESSOR AND COLLECTOR

EL PASO COUNTY WATER IMPROVEMENT DISTRICT NO. 1

EL PASO COUNTY WATER IMPROVEMENT DISTRICT NO.

~~HBH~~

OFFICE OF
TAX COLLECTOR OF EL PASO COUNTY

El Paso, Texas, 4/28 1920

Taxes for the current year become delinquent January 31st, when 10% penalty, interest and cost is added. Additional interest is added to all delinquent taxes on the first of each month.
Do not delay your remittance.

DESCRIPTION OF REAL ESTATE

Abst. No.	Survey No.	No. Acres	LANDS Original Grantee	NO. LOT	Block	ADDITION	REMARK
165	A		San Eleno				
	Block 1						

Roll	Page	Line
Year	ASSESSED TO	TAXES
1921	F B Candelaria	24 5
1922	✓	18 9
1923	✓	
1924	✓	
1925	✓	234 5
1926	✓	
1928	✓	
1927	✓	11 1
1929	✓	7 4

21 acres

✓

✓

Wares

✓

✓

✓

✓

✓

This statement covers only

acres assessed + delinquent

291.5

This statement cover only
acres assessed & delinquent
under name of F B Candelaria

2965

TO AVOID DELAY RETURN THIS STATEMENT WITH REMITTANCE

R. D. RICHEY,

Tax Collector El Paso County, Texas

El Paso, Texas,
February 1, 1932.

Mr. L. R. Fiock, Superintendent,
- Bureau of Reclamation,
El Paso, Texas.

Dear Sir:

Reference is made to land purchase contract which I have with the United States dated October 23, 1928, covering the purchase by the United States of 4.84 acres in Survey 4 of Mainland San Elizario Grant, County Map, being part of Tract 7, Block 28.

District Counsel advised me by letter of March 1, 1930, that the tax collector's office had advised that all of my land had not been rendered for taxes and that procuring a tax certificate showing taxes paid could not be done.

Since that time I have taken the matter up with the tax collector and had the assessment supplemented. The attached tax certificate, dated January 31, 1932, covers all taxes on my lands including the supplemental assessments to and including taxes for the year 1929. As the United States entered possession of this land under deed which I executed and which was filed February 7, 1930, in Book 520, Page 308, El Paso County Records, no State and County taxes accrued for that year or subsequent years.

The consideration in the contract for conveyance of the land is \$363.00. You are authorized and it is requested that you pay out of that consideration the \$346.76 necessary to procure certificate of taxes paid thereby and transmit the payment of the balance of the consideration to myself and wife as contractors.

Very truly yours,



UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

El Paso, Texas,

March 1, 1930.

From: District Counsel

To: Superintendent, El Paso, Texas.

Subject: Acquisition of land - Opinion of title to land described in contract dated October 23, 1928 with F. G. Candelaria et al; area, 4.84 acres; consideration, \$363.00 for Riverside Canal, Rio Grande project.

1. Preliminary examination of Pioneer Abstract & Guarantee Title Company's abstract No. 42743 disclosed numerous defects in the chain of title to the contractor's title. Proceedings to quiet title were thereafter brought by the contractor curing such defects. The proceedings referred to and warranty deed to the United States are set forth in supplementary abstract No. 42743 bound with No. 40578 which abstracts now disclose a satisfactory title to be now vested in the United States subject to the removal of state and county tax liens and liens for unpaid water assessments owing the El Paso County Water Improvement District No. 1.

2. The tax collectors certificate shows unpaid taxes on this land for 1921 to 1929 inclusive in the sum of \$296.57 the lien for all of which attached prior to acquisition of title by the United States and may be paid out of the purchase price. The statement of the collector for the El Paso County Water Improvement District No. 1 shows lien for unpaid water assessments in the sum of \$85.29. Upon presentation by the contractor of statement from the collector showing such water assessments paid in full the balance of the consideration of \$363.00 named in the contract after deducting the sum of \$296.89 on account of state and county taxes as aforesaid; namely, the sum of \$66.43 may be paid to the contractor. In connection with preparation of vouchers attention is invited to Circular Letter No. 1797 of April 3, 1929.

3. The original contract bearing symbol No. 116r-271 has already gone forward to the General Accounting office.

4. Abstract of Title and original and two copies of recorded deed are transmitted herewith.

cc- Denver
Washington

H. J. Dennis

El Paso, Texas, March 1, 1930.

Mr. F. G. Candelaria,
Yolita, Texas.

Dear Sir:

We took up the matter of your taxes with the tax collector this morning with a view to paying the same out of the purchase price of the land purchase contract and get a certificate showing all taxes paid so as to close up the transaction. However, the tax collector's office advises us that all of your land has not been rendered and that they can not and will not certify on payment of \$296.57 that all taxes are paid.

I thought that we had fully explained to you the absolute necessity of clearing these taxes up. This is no more than would be required in an ordinary land transaction between individuals and unless you see fit to take steps to get this tax situation cleared up by having the collector make supplemental assessments covering acreage which you have not heretofore returned from year to year and enable them to issue a certificate that all taxes due and owing on land owned by you in this survey, are paid in full, we can do no further in the matter. It is suggested that you take steps immediately to clear up this entire situation so that we may go forward with settlement of this matter.

Very truly yours,

H. J. S. Davison,
District Council.

THE STATE OF TEXAS,

COUNTY OF EL PASO.

KNOW ALL MEN BY THESE PRESENTS:

THAT F. G. Candelaria, and Adela G. Candelaria, his wife

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

Three hundred and Sixty-three and No/100 (\$363.00) - - - - - DOLLARS,

to them in hand paid by THE UNITED STATES OF AMERICA, in pursuance of the provisions of the Act of June 17, 1902 (32 Stat. 388), and acts amendatory thereof supplementary thereto

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

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 lying and situate in El Paso County, Texas, and in the South-west quarter of the Southeast quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$), Section Thirty-one (31), Township Thirty-two (32) South, Range Seven (7) East, and the Northwest Quarter of the Northeast Quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$), Section Six (6), Township Thirty-three South, Range Seven (7) East, Bureau of Reclamation Survey, being also within survey 4 of the Mainland San Elizario Grant, and more particularly described as follows:

Beginning at a point on the line between Surveys 3 and 4 of the Mainland San Elizario Grant and from which point the Northeast (NE) corner Section Six (6), Township Thirty-three (33) South, Range Seven (7) East, bears South Eighty-two degrees, twenty-three minutes, thirty seconds East (S 82°23'30"E) two thousand two hundred thirty-eight and fifty-hundredths (2238.50) feet, and an iron pipe in the line between Surveys 3 and 4 of the Mainland San Elizario Grant bears North Seventy-three degrees, forty-six minutes East (N73°46'E) one thousand one hundred forty-three and one-tenth (1143.1) feet; thence South thirteen degrees, five minutes East (S13°05'E) two hundred seventy-one and sixty-two hundredths (271.62) feet; thence South nineteen degrees, thirteen minutes, thirty seconds East (S19°13'30"E) two hundred sixty-six and fifty-five hundredths (266.55) feet; thence South twenty-four degrees, fifty-two minutes, thirty seconds East (S24°52'30"E) two hundred sixty-six and fifty-five hundredths (266.55) feet; thence South twenty-seven degrees, forty-two minutes East (S 27°42' E) one hundred eighty-four and forty hundredths (184.40) feet to a point on the southeasterly property line of the grantor

and from which point an iron pipe bears North seventy degrees, forty-four minutes East (N70°44'E) one thousand two hundred sixty-seven and seventy-two hundredths (1267.72) feet and the Northeast (NE) corner of Section Six (6), Township thirty-three (33) South, Range Seven (7) East, bears North seventy-one degrees (71°) thirty-two minutes (32') East (E), one thousand nine hundred seventy-three and thirty-four hundredths (1973.34) feet; thence South seventy degrees, forty-four minutes West (S 70°44' W) along the southeasterly property line of the grantor one hundred seventy-five and eighteen hundredths (175.18) feet to a point on the northeasterly right of way line of the Rio Lateral and Levee; thence North twenty-seven degrees, fifty-three minutes West (N27°53'W) along said northeasterly right of way line of the Rio Lateral and levee one thousand thirteen and forty-hundredths (1013.40) feet to a point on the line between Surveys 3 and 4 of the Mainland San Elizario Grant, and from which point an iron pipe bears South seventy-three degrees, forty-six minutes West (S73°46'W) one thousand four hundred ninety-five and fifteen hundredths (1495.15) Feet; thence North seventy-three degrees, forty-six minutes East (N73°46'E) along the line between Surveys 3 and 4 San Elizario Grant, three hundred three and fifteen hundredths (303.15) feet to the point of beginning, said tract of land containing four and eighty-four hundredths (4.84) acres more or less as shown on Bureau of Reclamation Survey plat attached to contract dated October 23, 1928, between the grantors and the grantees herein, of record at page 100, in Vol. 507, Deed Records of the County of El Paso, El Paso, Texas.

Correct as to Engr. Data