

ADDERETE, BENIGNO  
194  
QUITICLAIM DEED  
SAN ELIZARIO FEEDER (SOUTHSIDE)

0023-0076-0027-00

1915-1918  
RIO GRANDE

27

23-503-6431  
1961

El Paso, Texas,  
Dec. 4, 1918.

Mr. Frank Alderete,  
507 Caples Bldg.,  
El Paso, Texas.

Dear Sir:

I enclose herewith form of certificate in reference to ownership and possession of the Archulete and Duran tracts. This certificate should be executed by two persons acquainted with the Status of the land for the past ten years or more, and with the manner of its acquisition. The instrument should also be acknowledged.

With reference to securing deeds from the County for the tracts in question, you are advised that this will not be necessary, as we have secured a blanket deed from the County covering such cases.

When you have had the certificate executed and acknowledged, return it to this office, and if you have then cleaned up the matter of taxes, we will endeavor to get final approval of the title so that payment can be made to you.

Yours very truly,

H.D. PADGETT.

Enc 1.

Assistant District Counsel.



Orally advised by  
alderete as noted  
on margin - 11/27/18  
X.O.

HDP:T

El Paso, Texas,  
Nov. 20, 1918.

Mr. Isaac Alderete,  
421 Trust Building,  
El Paso, Texas.

Dear Sir:

Please refer to letter of April 4, 1917, from Assistant District Counsel J. H. Hamilton to you in reference to proposed purchase of 2.22 acres in accordance with agreement to sell, dated August 27, 1915, entered into with Mr. Benigno Alderete. You were therein advised that "after the payment of all taxes appearing against this land and the removal of the lien incident to judgment in Cause No. 10818, W. D. Moseley vs. I. Alderete and wife, dated Dec. 14, 1915, payment may be made for the portion of this canal right of way located in what were formerly known as the Ysabel Salas and Theodore Sereas tracts, which constitutes approximately half of the right of way"; and further that "After the above matters have been completed, payment can be made to you of \$250.00, provided no adverse change in the status of the title has occurred since August 26, 1916, the date when abstract of title closed. The balance of \$250.00 remaining will be withheld until such time as title can be perfected in the remaining portion of this canal right of way."

The records of the Tax Collector indicate that there are still unpaid taxes assessed against the land in question in

#2. I. A.

*Alderete will endeavor to settle this matter with Tax Collector.*

the name of Benigno Alderete and predecessors in interest, as well as against the heirs of Benigno Alderete. The Tax Collector informed me that owing to the absence of sufficient description to identify the various tracts making up the tract subject to the right of way, it will be practically impossible for him to certify that taxes have been paid on the tract in question unless all back taxes are paid. Therefore, it will be necessary for you to take this matter up with the Tax Collector and secure a certificate from him showing that the taxes against this tract in question have been paid.

*Alderete states case reversed on appeal.*

Although it appears from correspondence in this office that Mr. Frank Alderete was advised that it would be necessary to secure a release of the judgment in the matter of W. D. Moseley vs. I. Alderete and wife, and record the same, the records fail to show that said release has been recorded.

After the above mentioned requirements have been complied with and upon execution of deed by you and wife, Frank G. Alderete and wife and by you as administrator, half of the purchase price, namely \$250.00, will be paid.

To perfect title to the whole tract, whereupon remainder of the purchase price will be paid, it is necessary, as you have been previously advised, as to the Archulete & Duran tracts, that there be secured a commissioners deed or

#3. I. Alderete.

deed from the parties who, with their predecessors in interest may have been in possession of the premises claiming title for the statutory period of limitation. The County records show that no such deed has been recorded, although a memorandum on file in this office states that Mr. Frank Alderete when in this office on March 11, 1918, stated that he had secured a commissioners deed for the land in question and that the same had been placed of record. However, the party making the memorandum may have misunderstood him.

As to the Pablo Romero tract, I am of the opinion that the certificate of Jesus Candelaria and Jesus Rodola, sufficiently establishes the title to that tract, although that is a matter to be passed on finally by the examiner of titles.

We wish to dispose of this matter as soon as possible and will appreciate your early action in complying with the requirements above mentioned.

Yours very truly,

Copy to

Assistant District Counsel.

Frank Alderete,  
421 Trust Bldg.,  
El Paso, Texas.

Alderete states  
he left deed  
here for review  
+ Romero tract  
(deed from Co.  
Comm.)

He will secure  
deed from Co.  
Comm. for  
Archuleta +  
Duran tracts  
+ certificates as  
to possession of  
we will furnish  
forms.



JHB  
2.22 acre

El Paso, Texas, April 4, 1917.

Mr. Isaac Alderete,  
421 Trust Building,  
El Paso, Texas.

Dear Sir:

In connection with the proposed purchase of a certain tract of land consisting of 2.22 acres for right of way for the San Elizario Feeder Canal in accordance with agreement to sell dated August 27, 1915, entered into with Mr. Benigno Alderete, for a consideration of \$500.00, the Examiner in Charge of Titles holds that after the payment of all taxes appearing against this land and the removal of the lien incident to judgment in Cause No. 10818, W. D. Moseley vs. I. Alderete and wife, dated December 14, 1915, payment may be made for the portion of this canal right of way located in what were formerly known as the Ysabel Salas and Theodore Sercas tracts, which constitutes approximately half of the right of way, and the balance of the agreed purchase price should be withheld pending the perfecting of title in the remainder of the right of way.

Accordingly, when these taxes have been paid and the above mentioned judgment released of record, will you kindly advise this office, and deed covering the canal right of way will be transmitted to you for execution by yourself and wife individually, and also by yourself as Administrator

of the Estate of Benigno Alderete, deceased, (for which purpose I assume that it will be necessary for you to secure an order of court,) and also by Frank G. Alderete and wife, if any. "After the above matters have been completed, payment can be made to you of \$250.00, provided no adverse change in the status of the title has occurred since August 26, 1916, the date when abstract of title closed. The balance of \$250.00 remaining will be withheld until such time as title can be perfected in the remaining portion of this canal right of way."

For your information there is quoted below excerpts from letter of the Examiner in Charge of Titles relative to the remaining portion of the canal right of way through a portion of what were formerly known as the Jose Archulete, F. Duran and Pablo Romero tracts:

"19. The tract immediately north of the Sercas tract, as indicated by the abstract, is that of Jose Archulete. This tract was conveyed to Jose Archulete by Juan Lucero and wife. It is not shown how the grantors obtained title and the grantee has not conveyed. A deed should be obtained from the Commissioners' Court and also from Archulete, or the parties who with their predecessors in interest, may have been in possession of the premises claiming title for the statutory period of limitation.

"20. The tract north of the Archulete tract is that designated as the F. Duran tract. To this no conveyance whatever is shown and the same deed should be obtained from the Commissioners' Court and from the parties in possession as in the preceding case.

"21. The last tract to the north is designated as

the Pablo Romero tract, and the canal strip extends for a short distance into this tract at its southern extremity.

After examining the abstract it is not shown that the title to the part of this tract crossed by the canal strip has come down to the Government vendor, or his successors in interest, Isaac Alderete and Frank C. Alderete. The title to this tract is supposed to have originated in a suit for the partition of community property by one Soledad Lujan y Dexter against Henry B. Dexter. The court decreed partition, setting aside to the plaintiff certain lands as her share of the community property, designated as private surveys, Nos. 150, 151, 152, 149 and 93, and all of private survey No. 162, except .86 acres.

Thereafter the plaintiff, joined by her husband (she having married since divorce), conveyed an irregular tract to Pablo Romero. This tract by its outline appears to be the Pablo Romero tract, over the southern portion of which part of the canal line extends.

The wife of Pablo Romero executed a will bequeathing to her husband her interest in the community property, "in fee simple to dispose of the same as he may wish," but with the provision that at his death the property undisposed of be distributed to her children, naming them, and a share to the children of a deceased child.

Pablo Romero died and in the course of the administration of his estate, a certain house and  $2\frac{1}{2}$  acres on which it was situated, in the town of Ysleta, were sold to the Government vendor, who conveyed to Isaac and Frank C. Alderete.

The irregular tract conveyed by Soledad Dexter y Henriquez contained over 5 acres, and it does not appear in what, if any, part of this tract the  $2\frac{1}{2}$  acres conveyed during the administration proceedings of the estate of Pablo Romero was situated. It would seem, however, that it was situated in the northeasterly portion, if situated in said tract at all, and hence is not touched by the canal line to be conveyed.

It will therefore be necessary to perfect the title in the portion of the tract to be conveyed laying within the Pablo Romero tract, in a manner similar to that mentioned for the Duran and the Archulete tracts. In this connection it is to be observed that so far as the abstract shows, title is still in the estate of Pablo Romero, or rather in his



heirs subject of course to a deed from the Commissioners' Court on behalf of the town of Ysleta."

If you have any unrecorded deeds in your possession in connection with the three tracts of land last mentioned above, or if you can furnish me with any information in regard thereto, I will be very glad indeed to assist you in any way possible towards perfecting the title in such a manner as will allow the payment of the balance of \$250.00 withheld from the agreed purchase price for the entire canal right of way.

Very truly yours,

J. H. Hamilton

Asst. District Counsel

Copy to:

Mr. Frank G. Aldarte,  
421 Trust Building,  
El Paso, Texas.

El Paso, Texas, September 26, 1916.

Mr. Isaac Alderete,

421 Trust Building,

El Paso, Texas.

Dear Sir:

In connection with the proposed purchase from yourself and Mr. Frank G. Alderete ~~and~~ strip of land consisting of 0.66 of an acre described in agreement to sell entered into with the United States by Mr. Benigno Alderete under date of August 27, 1915, the Examiner of Titles for this Service has approved title subject to the furnishing of an affidavit identifying the land and showing adverse possession, and also subject to the securing of a quit claim deed from the Commissioners' Court of El Paso County, Texas, which court has the supervision and control of the property of the defunct corporation of Ysleta. Both affidavit and quit claim deed have been prepared by this office and are transmitted herewith for execution.

According to abstract of title covering this land taxes are due and unpaid for the years 1893 to 1910 and for the years 1913, 1914 and 1915. If these taxes have not been paid, will you kindly have the lien incident to these unpaid taxes removed from the land included within the right of way



desired by the United States, before payment of the agreed purchase price.

I would also appreciate being advised whether or not any of the heirs of Mr. Benigno Alderete claim any interest in this purchase price by virtue of agreement to sell entered into between the United States and Mr. Benigno Alderete under date of August 27, 1915.

Very truly yours,

P. W. Dant H

District Counsel

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DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

OFFICE OF  
DISTRICT COUNSEL

El Paso, Texas, August 4, 1916.

From District Counsel  
To District Counsel in Charge of Titles, Denver, Colorado  
Subject: Opinion on title, proposed purchase of land from  
Benigno Alderete (widower) for right of way for the  
San Elizario Feeder Canal--Rio Grande Project

1. There is transmitted herewith abstract of title No. 20723, prepared by the El Paso Title Company, together with related papers in connection with the proposed purchase of 0.66 of an acre of land from Benigno Alderete (widower) for right of way for the San Elizario Feeder Canal, in accordance with agreement to sell dated August 27, 1915, approved November 2, 1915, for a consideration of \$100.00.

2. The land in question is located in the NW $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 35, T.31 S., R.6 E., N.M.P.M., and being within the exterior limits of the Ysleta Town Grant.

3. At page 2 of abstract there is shown a plat of the Ysleta Town Grant on which is indicated in red the land under abstract; while the plat at page 3 shows that the canal right of way is located through a portion of what were formerly two separate tracts of land, i.e., the Pablo Romero and the Dexter Tracts.

4. Grant dated December 1, 1825, from the State of Chihuahua to the Inhabitants of Ysleta appears abstracted at page 4.

5. At page 6 is abstracted act of the State Legislature of Texas of February 1, 1854, confirming the grant made to the in-

habitants of the Town of Ysleta by the Government of Spain in the year 1751, and requiring that the State Land Commissioner issue a patent therefor, which patent appears later on in this abstract.

6. At page 7 is abstracted act of April 2, 1889, validating deeds made by the towns of Socorro, Ysleta and San Elizario to lands lying within their respective corporate limits, even though such deeds may not have been prepared in proper form.

7. At pages 8 to 14, inclusive, is abstracted act of May 9, 1871, incorporating the Town of Ysleta and authorizing the town council to dispose of real estate located within the town limits under certain regulations therein prescribed.

8. Patent dated May 28, 1873, from the State of Texas to the Inhabitants of the Town of Ysleta is abstracted at page 15.

9. Act of June 2, 1873, amending section 6 of the act to incorporate the Town of Ysleta, provides that a Mayor may be elected as chief magistrate of such town, (page 16).

10. At page 17 is abstracted act of May 2, 1874, repealing the act to incorporate the Town of Ysleta, effective 60 days after passage of act.

11. At pages 18 and 19 are abstracted certain proceedings in incorporating the Town of Ysleta under date of August 5, 1880, and designating the boundaries thereof.

12. Deed dated June 9, 1881, from the Town of Ysleta to Pablo Romero (page 20) covers the tract of land shown on plat at page 3 as the Pablo Romero tract, through a portion of which the

canal right of way is located.

13. At pages 21 to 24, inclusive, is abstracted proceedings apparently praying for divorce and partition of community property instituted by Soledad Lujan y Dexter against Henry L. Dexter, her husband. According to the abstracter's note the papers in this cause cannot now be located. By decree of the trial judge issued in this cause title to private surveys of land in the Town of Ysleta Nos. 150, 151, 152, 149, 93 and all of private survey No. 162, except 86 acres, was vested in Soledad Lujan y Dexter. Although the trial judge in this cause awarded the land in the above mentioned surveys (in a portion of which the canal right of way is presumed to be located) to Mrs. Dexter as her separate property, it is not shown by the abstract under examination that the Town of Ysleta ever relinquished its title to this land. It is therefore deemed necessary that a deed be secured by the proposed Government vendor from the Commissioners' Court to the land included within the canal right of way through this Dexter tract.

14. Valentin Henriquez and Soledad Dexter de Henriquez, his wife, convey by deed dated January 2, 1883, to Pablo Romero (page 26) a tract of land described by metes and bounds, and shown on plat at page 3 of abstract as the Dexter tract. It is deemed reasonably safe to assume that the party conveying in this instance as Soledad Dexter de Henriquez is the same party who was formerly known as Soledad Lujan y Dexter, and that subsequent to securing a divorce from Henry L. Dexter she is supposed to have married



Valentin Henriquez. Although the beginning point in the description of land conveyed is somewhat indefinitely located and the last course and distance does not seem to close therewith, the plat appearing at page 3 of abstract of the Dexter land shows that the right of way desired by the United States is entirely located within this Dexter tract and the tract designated as the Pablo Romero tract.

15. At page 27 is abstracted resolution of the Town Council of Ysleta relative to incorporating as the City of Ysleta.

16. At pages 30 and 31 are abstracted certain acts of the State Legislature of Texas authorizing the Commissioners' Court to execute deeds to land in defunct corporations.

17. At page 32 is abstracted proceedings in connection with the disincorporation of the City of Ysleta; decree being dated October 14, 1895.

18. By the terms of the last will and testament of Tomasa Bermudas de Romero, her husband, Pablo Romero, is appointed executor and is bequeathed all her property, both real and personal, remaining after certain named requirements have been complied with, with full power of disposal.

19. Judgment dated August 12, 1895, in favor of Sprague, Warner & Co. against Pablo Romero (page 34) does not appear released of record. However, in view of the length of time elapsed, this judgment may now be disregarded as the statute of limitations would run against it. It would seem that this indebtedness must have been discharged, as it does not appear among the claims

filed against the estate of Pablo Romero, referred to later on in this abstract.

20. At pages 35 to 49 are abstracted probate proceedings in connection with the estate of Pablo Romero, deceased. All of which proceedings seem to be in order, and under order of court I. Alderete, as administrator of the estate of Pablo Romero, conveyed by deed dated April 24, 1909, to Benigno Alderete (page 52) a tract of land described as consisting of two and one-half acres, with a certain 7-room house located thereon.

21. Judgment abstracted at page 54 appears released. This fact is further verified by affidavit of the attorney representing the plaintiff (page 56).

22. Judgment abstracted at page 57 appears released.

23. By deed dated December 11, 1915, Benigno Alderete conveys to Isaac Alderete and Frank G. Alderete (page 61) that certain tract of land described as containing  $2\frac{1}{2}$  acres, and also the land indicated on plat at page 3 as the Pablo Romero tract. It is noted that the acknowledgment is stated to have been taken on the 11th day of December, 1916. This is shown on the face of the instrument to be clearly a clerical error, and I am of the opinion this defect may be overlooked. The grantor in this instance seems to have conveyed the land included in the Pablo Romero tract without having any record title thereto. It was thought that this small tract might have been included in administrator's deed (page 52) among the "other property" mentioned therein, but upon inquiry of the

abstracter, I am advised that this is not the case, and that no other property was conveyed by that deed, affecting the canal right of way, except the  $2\frac{1}{2}$ -acre tract of land. Benigno Alderete has since died, and it will therefore apparently be necessary to deduct a proportionate amount from the purchase price to be paid under agreement to sell to cover that part of the canal right of way located within the Pablo Romero tract until title thereto can be perfected in the proposed Government vendor.

24. Judgment of May 15, 1914, secured by Thomas Maesa and J. A. Escajeda against Louis Herrera and F. G. Alderete (page 64) does not appear released. However, the Justice of the Peace in whose court this judgment was rendered advises this office that according to the records of his court no execution ever issued, and according to Article 5617, Vernon Sayles Texas Civil Statutes, 1914, a judgment ceases to be a lien upon failure of the plaintiff to have execution issue within 12 months after securing judgment. This judgment may, therefore, be disregarded.

25. Judgment of December 8, 1915, secured by W. D. Moseley against I. Alderete and wife (page 65) is an encumbrance on the land in question.

26. Act of June 3, 1915, (page 66) validates all sales made by villages and towns created under Spanish and Mexican authorities of lands within the corporate limits or outside the boundaries of the tracts allotted to such villages and towns.

27. In explanation of the abstracter's note at page 70 to

the effect that the Tax Collector is not issuing certificates at present, there is transmitted herewith original letter from the El Paso Title Company, which letter is self-explanatory. The tax certificate, however, was subsequently furnished and is attached to abstract.

28. It appears that the following defects exist in connection with the title to the land under consideration:

(a) Subject to lien incident to unpaid taxes for years 1893 to 1910 and also years 1913, 1914 and 1915. This lien should be removed by payment of said taxes.

(b) Judgment of December 8, 1915, against I. Alderete and wife (page 65). This judgment should be released.

✓ (c) Town of Ysleta has apparently never relinquished its title to the so-called Dexter tract. Quit claim deed from the Commissioners' Court to the land included in the canal right of way through this tract should be secured by the proposed Government vendors.

✓ (d) No record title to the land in the so-called Pablo Romero tract appears in the proposed Government vendors. Proper deduction from the purchase price should be made for the canal right of way through this tract.

(e) Isaac Alderete and Frank G. Alderete, together with their respective wives, if any, should join in the deed to the United States.

29. It appears that when the above mentioned defects have been removed in the manner indicated, good title will vest in Isaac Alderete and Frank G. Alderete to that portion of the canal right of way located in the so-called Dexter tract, by reason of deed abstracted at page 61, and if you are of the same opinion it is requested that the accompanying papers be returned to this office for further appropriate action.

---

*J. M. Dent*

encs:

Abstract of title No. 20723  
Approved agreement to convey  
Letter of August 2, 1916, from El Paso Title Co.  
Possessory certificate  
Copy of proposed deed

I hereby certify that the land and property described in attached agreement dated August 27, 1915, with Benigno Alderete are necessary for purposes authorized by the Reclamation Act, viz., for right of way for the San Elizario Feeder, Rio Grande project, New Mexico-Texas. In my opinion the consideration agreed upon is reasonable and I recommend that the agreement to sell be approved.

**R. F. WALTER**

---

Project Manager.

El Paso, Texas,      OCT 6 1915 1915.

(0.66 acre)



DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

El Paso, Texas, October 5, 1915.

Ch. of Construction.

Project Manager to the Director (through ~~Supervising Engineer~~).

Subject: Forwarding contract for approval.

The contract described below is forwarded herewith for approval:

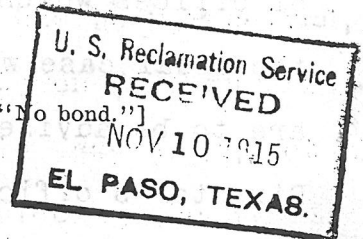
Date August 27, 1915, Rio Grande project

Executed by R. F. Walter, Proj. Mgr.

With Benigno Alderete

Accompanied by bond and one copy. [insert Yes or "No bond."]

Purpose: Right of way for San Elizario Feeder



Advise Project Manager ✓ at El Paso, Texas.  
(copy to District Counsel at El Paso  
Ch. of Construction at Denver, Colo.)

of the approval of the above, using extra copy or copies hereof.

Estimated amount involved, \$ 100.00 Authority No. \_\_\_\_\_

Orig. contract for Auditor.

Copy " " Dir. with Rept. on R. F. Walter.

Encls. Land Agreement, and Certificate,  
" contract for Returns Off. with affi.  
of dis.,

" contract for Ch. of Constr. with Rept. on  
Land Agr't and Certificate.

Washington, D. C. NOV 3, 1915 191

Approved by W. A. Ryan, Comptroller

Date of approval NOV 2 - 1915

Bond, if any (see above), approved by same officer on same date.

Original enclosed for record ~~and~~

W. A. Ryan, Comptroller

DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

OFFICE OF  
DISTRICT COUNSEL

417 Fenton Building,  
Portland, Ore., Sept. 22, 1916.

From District Counsel in Charge of Titles

To District Counsel, El Paso, Texas.

Subject: Opinion on title of land to be purchased from  
Benigno Alderete for the Rio Grande Project,  
Texas-New Mexico.

1. I have considered your opinion of August 4, 1916, transmitted with the abstract and other papers relating to the title to a parcel of land containing 0.66 of an acre described in a certain agreement of August 27, 1915, wherein Benigno Alderete, a widower, of Ysleta, El Paso County, Texas, contracts to convey to the United States said parcel of land for the sum of \$100. The land is further described as located in Section 35 of Township 31 South, Range 6 East of the New Mexico Principal Meridian according to surveys of the United States Reclamation Service extending over said land. From the description it appears that the tract is situated in the NW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of said section.

2. Your opinion finds the following defects in connection with the title to the land proposed to be purchased:

(a) Unpaid taxes for the years 1893 to 1910 and also the years 1913, 1914 and 1915.

(b) A judgment of December 8, 1915, against I. Alderete and wife (entry No. 65).

(c) Want of conveyance from the Town of Ysleta of the portion of the land situated in what is called the Dexter tract.

(d) Lack of title in the vendors in what is known as the Pablo Romero tract.

(e) You also find that Isaac Alderete and Frank G. Alderete, with their respective wives, if any, should join in the deed to the United States.

3. The title to the tract of land as set forth in the abstract is somewhat obscure owing to the fact that it is hard, from the abstract, to identify certain tracts described in the conveyances. Assuming the plat contained on page 3 of the abstract to be based on information satisfactory to the abstracter, it would appear that the land to be conveyed is situated partly in each of two tracts, one the Pablo Romero tract and the other the Dexter tract, the former, or smaller, adjoining the latter on the northeast.

4. The title to the former tract, assuming the title in the town of Ysleta to be satisfactory, originated with a deed from the town of Ysleta (Entry No. 20) to Pablo Romero, the deed bearing date June 9, 1881.

5. The first deed of what is designated as the Dexter tract is one dated January 2, 1885, given by Valentin Henriquez and Soledad Dexter de Henriquez, his wife, to Pablo Romero (Entry No. 26). This tract is described as beginning at a point on the bank of an acequia "East of the S.E. corner of Pablo Romero house". If the house is the same this would indicate that the beginning points of the two descriptions are substantially identical, and if this be so the latter description includes the Romero tract. If they are not identical and the

beginning point, as indicated on the plat page 3, is at the southeast corner of the Romero tract, then the description excludes the Romero tract but bounds it on the south so as to include the tract to be conveyed to the United States. At all events Pablo Romero obtained deeds to both tracts, one to the Romero tract which vested in him good title, and the other to the Dexter tract, which conveyed such title as the grantors possessed.

6. Pablo Romero died July 5, 1900, and a tract of land in the town of Ysleta containing two and one-half acres and described as bounded on the north by a street known as Socorro Street and on the east by the Acequia Madre was sold in the course of the administration of his estate to Benigno Alderete, presumably the Government vendor. Your opinion assumes that this tract was intended to include the Dexter tract only and that therefore title to the Romero tract still remained in Pablo Romero, the original grantee from the town of Ysleta, or his heirs.

7. Upon a close examination of the deeds and proceedings set forth in the abstract I am inclined to the opinion that it was intended to include in the administrator's deed abstracted at No. 52 both the Romero and the Dexter tracts under the description therein contained of the seven room house

and two and one-half acres of land, more or less, upon which the same was situated, and bounded

"on the north by Socorro Street, on the east by acequia Madre, on the south by land owned by Mr. B. Alderete and on the west by Pedro Candelaria road and M. Hinckley."

8. The reason for this opinion is that the inventory shows a tract of land belonging to the estate of Pablo Romero, deceased, described as above, and no other tract which would correspond to either the Romero tract or the Dexter tract. As both tracts at this time stood in the name of Romero it is probable that the tract described in the inventory was intended to include both. Further the tract is described as bounded on the north by Socorro Street, whereas as a matter of fact, taking the figures mentioned in the description in the form of deed proposed, the Dexter tract only had a frontage of about 30 feet on Socorro Street and the Romero tract had a frontage of approximately 215 feet extending westerly from the intersection of said street with the acequia. It seems improbable that if it were intended to describe the Dexter tract only this portion of the north boundary should be omitted.

9. I think, therefore, unless you discover that the title was otherwise deraigned, we may, if the tracts are properly identified, assume that the Romero tract passed by the administrator's



deed and was afterwards conveyed (Entry No. 61) by the Government vendor to Isaac Alderete and Frank G. Alderete. In view, however, of the unsatisfactory state of the title I think it proper to have an affidavit identifying the tracts with those crossed by the lands purchased by the United States and also showing that the land has been held adversely for the statutory period of limitations by the present holders of the title and their predecessors.

10. The judgments noted in your opinion and in the abstract do not constitute an objection to the title if Isaac Alderete and Frank G. Alderete did not have any interest in the land until after the deed to them of December 11, 1915 (Entry No. 61), and the abstract does not disclose that they had any such interest. The agreement of Benigno Alderete to convey to the Government antedated this deed and was recorded before the deed was executed. It is my opinion that no lien can attach to the land as against the interests of the United States under the agreement. The only judgment noted against the holder of a legal title which might be a lien is that abstracted at No. 34, but the lien of this judgment, as shown in your opinion, has expired.

11. Subject to the above qualification with reference to the identification of the tracts of land involved in this transaction, I am of opinion that the abstract discloses satisfactory title for the purposes of this transaction in Isaac Elderete and Frank G. Alderete, subject to the agreement with



the United States, except as follows:

(a) A deed should be obtained, as suggested in your opinion, from the town of Ysleta covering that portion of the tract to be conveyed lying within the Dexter tract.

(b) Taxes as shown in the certificate following page 70 of the abstract should be paid or a sufficient amount reserved from the purchase price to protect the interests of the United States in the tract to be purchased.

12. After the title has been cleared as above suggested the agreement of sale may be carried out by accepting a deed from Isaac Alderete and Frank G. Alderete and their respective wives, if married, and by placing the same of record and continuing the abstract to include such record; provided no further changes have taken place in the condition of the title adversely affecting the interests of the proposed vendors. You state that the original vendor, Benigno Alderete, has died, and in view of this fact you should make the usual inquiry as to whether or not his heirs or legal representatives claim any interest in the ~~purphasse~~ price. Otherwise the purchase price will be paid to the grantors named in the deed.

13. After title has vested in the United States free of encumbrances the consideration may be paid in the usual manner, the Fiscal Agent transmitting with his voucher the papers required by the Reclamation Manual.

14. It is noticed that the abstract contains instruments and laws relating to the title prior to the conveyance from the town of Ysleta. As heretofore stated in some opinions,

this portion of the abstract might have been omitted, reference being made to previous abstracts containing a history of the title up to its vesting in said town.

Edwin H. Peery.

Enclosures:

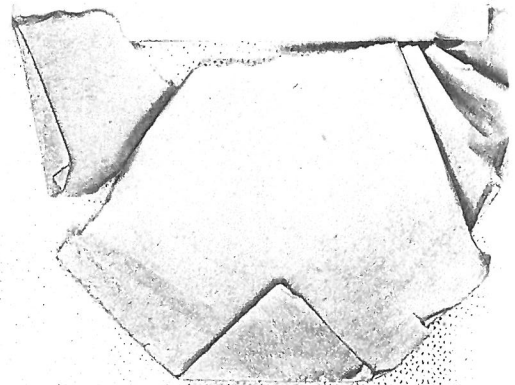
1. Opinion of District Counsel.
2. Possessory certificate.
3. Agreement of sale.
4. Letter of El Paso Title Co.
5. Form of deed.
6. Abstract No. 20723 of the  
El Paso Title Co.

POSSESSORY CERTIFICATE

El Paso, Texas, August 4, 1916.

I, P. W. Dent, District Counsel of the United States Reclamation Service, certify that I have personally examined the land sought to be acquired by the United States from Benigno Alderete in Section 35, T.31 S., R. 6 E., N.M.P.M., for right of way for the San Elizario Feeder Canal, Rio Grande Project, New Mexico-Texas, and that Isaac Alderete and Frank G. Alderte were in actual, sole and exclusive possession of the land proposed to be conveyed; claiming same under and by virtue of a certain deed from Benigno Alderte dated December 11, 1915, and recorded in Book 284 at page 112, Deed Records of El Paso County, Texas, and no other person claiming a right in such land adverse to the said Isaac Alderete and Frank G. Alderete is in possession of any part of it.

  
District Counsel



# EL PASO TITLE COMPANY

Fourth Floor Two Republics Life Building

M. A. VOGEL, Manager

El Paso, Texas August 2nd. 1916.

United States Reclamation Service, U.S.A.

El Paso, Texas.

ATTENTION OF J. J. BUCK.

In re Alderete Abstract #20723.

Gentlemen:--

Owing to the fact that the County Tax Collector's office was declared vacant last week, the new Tax Collector having, up to the present date, not having made bond, we are unable to furnish tax certificates.

We have our order in for the above tax certificates, and hope to be able to furnish them to you within the next week.

We are,

Very truly Yours,

EL PASO TITLE COMPANY,

BY

*M. A. Vogel.*  
MANAGER.

MAV/VP

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

KNOW ALL MEN BY THESE PRESENTS: That We, Isaac Alderete

---

of the County of El Paso, State of Texas, in consideration of the sum of One Hundred and no/100 (\$100.00) Dollars to us in hand paid by the United States of America, acting pursuant to the Act of Congress of June 17, 1902 (32 Stat., 388), the receipt of which is hereby acknowledged have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said United States of America, its successors and assigns, all that certain tract or parcel of land, lying in the County of El Paso and State of Texas and more particularly described as follows, to-wit:

A tract of land lying in the Northwest quarter of the Southeast quarter (NW $\frac{1}{4}$ SE $\frac{1}{4}$ ) of Section thirty-five (35), Township thirty-one (31) South, Range six (6) East, N.M.P.M., more particularly described as follows: Beginning at the Northwest corner of that certain tract of land first described in deed dated December 11, 1915, executed by Benigno Alderete to Isaac Alderete and Frank G. Alderete, and recorded in Book 284 at page 112, Deed Records of El Paso County, Texas, from which said Northwest corner the Southeast corner of said Section thirty-five (35) bears South 46° 20' East three thousand four hundred eighty-five (3485.0) feet; thence South 71° 35' East a distance of two hundred fifteen (215.0) feet to point of beginning of tract herein conveyed, which said beginning point is located on the Northeasterly boundary of that certain tract secondly described in the aforementioned deed; thence along said Northeasterly boundary line South 71° 35' East a distance of fifteen (15.0) feet to Station 16 plus 39 on the center line of the San Elizario Feeder Canal; thence South 52° 20' East a distance of fifteen (15.0) feet; thence South 9° 20' West a distance of six (6.0) feet; thence South 24° 00' West one hundred (100.0) feet; thence South 21° 00' West one hundred fifty (150.0) feet; thence South 11° 00' West ninety-nine (99.0) feet; thence South 20° 20' West fifty (50.0) feet; thence South 15° 10' West fifty (50.0) feet; thence South 26° 35' West fifty-two (52.0) feet; thence South 0° 40' East one hundred one (101.0) feet; thence South 6° 15' East thirty-three (33.0) feet; thence South 36° 10' East thirty-eight (38.0) feet; thence to the left along a curve, the tangent to which bears South 1° 55' East and the radius of which is one thousand one hundred sixteen and twenty-eight hundredths (1116.28) feet, a distance of one hundred twenty-five (125.0) feet, measured on 50 foot chords; thence North 34° 25' West sixty-four



(64.0) feet to Station 23 plus 78 on the center line of the said San Elizario Feeder Canal; thence North  $34^{\circ} 25'$  West a distance of forty-four (44.0) feet; thence North  $13^{\circ} 40'$  West a distance of fifty-two (52.0) feet; thence North  $2^{\circ} 00'$  East fifty-one (51.0) feet; thence North  $3^{\circ} 55'$  East one hundred two (102.0) feet; thence North  $8^{\circ} 05'$  East one hundred two (102.0) feet; thence North  $12^{\circ} 30'$  East fifty-one (51.0) feet; thence North  $16^{\circ} 20'$  East one hundred two (102.0) feet; thence North  $20^{\circ} 40'$  East one hundred two (102.0) feet; thence North  $22^{\circ} 35'$  East fifty (50.0) feet; thence North  $28^{\circ} 10'$  East seven (7.0) feet; thence South  $71^{\circ} 35'$  East fourteen (14.0) feet; thence North  $21^{\circ} 40'$  East one hundred two (102.0) feet to place of beginning, containing sixty-six hundredths (0.66) of an acre, more or less,

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging, unto the said United States of America, its successors ourselves, and assigns, forever; and we do hereby bind/our heirs, executors and administrators to Warrant and forever Defend, all and singular, the said premises unto the said United States of America, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

WITNESS our hands at El Paso, Texas, this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 1916.

Witness at request of Grantor.

to Station 23 plus 78 on the center line of the said San Elizarrio Feeder Canal; thence North 34° 25' West a distance of forty-four (44.0) feet; thence North 13° 40' West a distance of fifty-two (52.0) feet; thence North 2° 00' East fifty-one (51.0) feet; thence North 3° 55' East one hundred two (102.0) feet; thence North 8° 05' East one hundred two (102.0) feet; thence North 12° 30' East fifty-one (51.0) feet; thence North 16° 20' East one hundred two (102.0) feet; thence North 20° 40' East one hundred two (102.0) feet; thence North 22° 35' East fifty (50.0) feet; thence North 28° 10' East seven (7.0) feet; thence South 71° 35' East fourteen (14.0) feet; thence North 21° 40' East one hundred two (102.0) feet to place of beginning, containing sixty-six hundredths (0.66) of an acre, more or less.

INDEXED

COMPARED

QUIT-CLAIM DEED

SINGLE AND WIFE'S SEPARATE

ACKNOWLEDGMENTS

Alfred Hand

El Paso County

E. B. McIntosh

TO

Isaac Alder

Frank " "

Filed for record, this

28th day of May 1917, at 9

o'clock and 58 minutes A.M.

W. D. GREET

Clerk.

By

Deputy.

Ellis—El Paso

4/26/17 740 308/137

THE STATE OF TEXAS, }  
COUNTY OF EL PASO.

Before me, the undersigned authority in and for El Paso County, Texas, on this day personally appeared E. B. McIntosh County Judge of El Paso County Texas

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 28th day of May, A. D. 1917.

W. D. GREET

CLERK, COUNTY COURT,

EL PASO COUNTY, TEXAS

By C. H. Gaudin Deputy

THE STATE OF TEXAS, }  
COUNTY OF EL PASO.

Before me, in and for El Paso County, Texas on this day personally appeared wife of known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same by me fully explained to her, she, the said acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this day of A. D. 19

THE STATE OF TEXAS, }  
COUNTY OF EL PASO.

I, Clerk of the County Court of said County, do hereby certify that the above instrument of writing, dated on the 26 day of June, A. D. 1917 with its certificate of authentication, was filed for record in my office this 28th day of May, A. D. 1917, at 9 o'clock P.M. and duly recorded the 15th day of June, A. D. 1917, at 2:17 o'clock P.M. in the records of said County, in Volume 308 on Pages 137

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

By Deputy



THE STATE OF TEXAS,

County of El Paso.

KNOW ALL MEN BY THESE PRESENTS: THAT

*O.K. as to form  
Ferreille  
4/26/17.*

*J. E. B. McIntosh, County Judge*

of the County of El Paso State of Texas, for and in consideration of the sum of One cent 00/100 DOLLARS,

to me in hand paid by Isaac Alderete and Frank G. Alderete

of the County of El Paso and State of Texas, the receipt whereof is hereby acknowledged, do by these presents Bargain, Sell, Release and Forever Quit-Claim, unto the said:

Isaac Alderete and Frank G. Alderete

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

A tract of land lying in the Northwest quarter of the Southeast quarter (NW1/4SE1/4) of Section thirty-five (35), Township thirty-one (31) South, Range six (6) East, N.M.P.M., more particularly described as follows: Beginning at the Northwest corner of that certain tract of land first described in deed dated December 11, 1915, executed by Benigno Alderete to Isaac Alderete and Frank G. Alderete, and recorded in Book 284 at page 112, Deed Records of El Paso County, Texas, from which said Northwest corner the Southeast corner of said Section thirty-five (35) bears South 46° 20' East three thousand four hundred eighty-five (3485.0) feet; thence South 71° 35' East a distance of two hundred fifteen (215.0) feet to point of beginning of tract herein conveyed, which said beginning point is located on the Northeasterly boundary of that certain tract secondly described in the aforementioned deed; thence along said Northeasterly boundary line South 71° 35' East a distance of fifteen (15.0) feet to Station 16 plus 39 on the center line of the San Elizeario Feeder Canal; thence South 52° 20' East a distance of fifteen (15.0) feet; thence South 99° 20' West a distance of six (6.0) feet; thence South 24° 00' West one hundred (100.0) feet; thence South 21° 09' West one hundred fifty (150.0) feet; thence South 11° 00' West ninety-nine (99.0) feet; thence South 20° 20' West fifty (50.0) feet; thence South 15° 10' West fifty (50.0) feet; thence South 26° 35' West fifty-two (52.0) feet; thence South 0° 40' East one hundred one (101.0) feet; thence South 6° 15' East thirty-three (33.0) feet; thence South 36° 10' East thirty-eight (38.0) feet; thence to the left along a curve, the tangent to which bears South 1° 55' East and the radius of which is one thousand one hundred sixteen and twenty-eight hundredths (1116.28) feet, a distance of one hundred twenty-five (125.0) feet, measured on 50 foot chords; thence North 34° 25' West sixty-four (64.0) feet

TO HAVE AND TO HOLD all right, title, interest, estate and claim in and to the said premises together with all and singular, the rights, privileges and appurtenances to the same in any manner belonging, unto the said Isaac Alderete and Frank G. Alderete, their

heirs and assigns forever.

WITNESS my hand this the 26 day of April, A. D. 1917

Witnesses at Request of Grantor:

*J. E. B. McIntosh, County Judge*



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

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

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

5. In consideration whereof, the United States agrees that it will purchase said property on the terms herein expressed, and upon execution and delivery of such deed and the signing of the usual Government vouchers therefor, and their further approval by the proper Government officials, it will cause to be paid to the vendor as full purchase price and full payment for all damages for entry upon the above-described land and the construction, operation and maintenance of reclamation works under said act, the sum of One hundred (\$100.00)

dollars, by U. S. Treasury warrant or disbursing officer's check.

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

7. It is agreed that the vendor may retain possession of said premises until Sept. 1, 1915, notwithstanding earlier delivery of the deed as herein provided, and may harvest and retain the crops thereon until Sept. 1, 1915; except that the proper officers and agents of the United States may at all times have unrestricted access to survey for and construct reclamation works, telephone and electrical transmission lines, and other structures and appliances incident to said reclamation works, pursuant to said act of Congress, free of any claim for damage or compensation on the part of the vendor.

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

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

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

Witnesses:

*Ed. C. Candalaria*

of *Edisto Texas*

*R. S. Turner*

of *Edisto Texas*

*Ed. C. Candalaria*

of *Edisto Texas*

*Ed. C. Candalaria*

of *Edisto Texas*

*Ed. C. Candalaria*

of *Edisto Texas*

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of *Edisto Texas*

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of *Edisto Texas*

*Ed. C. Candalaria*

of *Edisto Texas*

*Ed. C. Candalaria*

of *Edisto Texas*

*Ed. C. Candalaria*

*Benigno Alderete*  
Vendor.

*P. J. Walter*

For and on behalf of the United States.

STATE OF *Texas*

COUNTY OF *Edisto*

I, *Ed. C. Candalaria*, a *Notary Public*

in and for said county, in the State aforesaid, do hereby certify that *Benigno Alderete*

who *is* personally known to me to be the person whose name *is* subscribed

to the foregoing instrument, appeared before me this day in person and acknowledged that

*he has* signed, sealed, and delivered said instrument of writing as *his* free and voluntary act,

for the uses and purposes therein set forth.

I further certify that I did examine the said

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

foregoing instrument, and upon that examination declared that

voluntarily sign, seal, and acknowledge the same without any coercion or compulsion, and do

not wish to retract the same.

Given under my hand and official seal, this *29th* day of *September*, 1915.

[SEAL.]

My commission expires *July 13, 1916*

*Ed. C. Candalaria* Notary Public in and for *Edisto*

County *Texas*

Approved this *2nd* day of *November*, 1915

*Ed. C. Candalaria*

*Ed. C. Candalaria*

*Ed. C. Candalaria*

*Ed. C. Candalaria*

*Ed. C. Candalaria*



Indulor

THIS AGREEMENT made this 27th day of August, A. D. 1900, between Benigno Alderete (Widower) and his wife, Ysleta, El Paso County, Texas, of the County of El Paso, State of Texas, for him self, his heirs, legal representatives, and assigns, hereinafter styled the Vendor, and The United States of America and its assigns by R. F. Walter, Project Manager of the United States Reclamation Service, thereunto duly authorized by the Secretary of the Interior, pursuant to the act of June 17, 1902 (32 Stat., 388).

WITNESSETH: That the Vendor, in consideration of the benefits to be hereafter derived from the construction of irrigation works through, upon, or in the vicinity of the lands hereinafter described, of the promises and covenants of the United States herein contained, and of the payment to the vendor by the United States of the sum of one (\$1.00) dollar, the receipt whereof is hereby acknowledged, does hereby agree, upon the terms and conditions hereinafter stipulated, to sell and by good and sufficient deed to convey to the United States of America the following-described real estate and property situated in the county of El Paso, State of Texas:

Tract of land located in Section thirty-five (35), Township thirty-one (31) South, Range six (6) East, more particularly described as follows: Starting at the Northwest corner from which the Southeast corner of Section thirty-five (35), Township thirty-one (31) South, Range six (6) East, bears South 46° 20' East, thirty-four hundred and eighty-five (3485.0) feet, thence South 71° 35' East, two hundred fifteen (215.0) feet to place of beginning of tract to be conveyed, thence South 71° 35' East fifteen (15.0) feet to Station 16+39 on proposed center line of the San Elizarrio Feeder, thence South 52° 20' East fifteen (15) feet, thence South 9° 20' West, six (6.0) feet, thence South 21° 00' West, one hundred (100.0) feet, thence South 21° 00' West one hundred fifty (150.0) feet, thence South 11° 00' West, ninety-nine (99) feet, thence South 20° 20' West, fifty (50) feet, thence South 15° 10' West, fifty (50) feet, thence South 26° 25' West, fifty-two (52) feet, thence South 0° 40' East, one hundred and one (101) feet, thence South 6° 15' East thirty-three (33) feet, thence South 36° 10' East, thirty-eight (38) feet, thence to the left along a curve whose tangent bears South 1° 55' East and whose radius is eleven hundred sixteen and twenty-eight hundredths (1116.28) feet a distance of one hundred and twenty-five (125) feet measured in fifty (50) foot chords, thence North 34° 25' West sixty-four (64) feet to station 22+78 on proposed center line of the San Elizarrio Feeder, thence North 34° 25' West forty-four (44) feet, thence North 13° 40' West, fifty-two (52) feet, thence North 2° 00' East, fifty-one (51) feet, thence North 3° 55' East, one hundred and two (102.0) feet, thence North 8° 05' East, one hundred and two (102) feet, thence North 12° 30' East, fifty-one (51) feet, thence North 16° 20' East, one hundred and two (102) feet, thence North 20° 40' East, one hundred and two (102) feet, thence North 22° 35' East, fifty (50) feet, thence North 28° 10' East, seven (7) feet, thence South 71° 35' East fourteen (14) feet, thence North 21° 40' East one hundred and two (12) feet to place of beginning and containing sixty-six hundredths (.66) Acre.

COMPARED 75382 INDEXED

7-276

AGREEMENT TO SELL

Benigno Alderete

TO

UNITED STATES.

COUNTY OF \_\_\_\_\_

ss:

I hereby certify that this instrument was filed for record at my office at \_\_\_\_\_ o'clock \_\_\_\_\_ M. on \_\_\_\_\_ 1911 and is duly recorded in Book \_\_\_\_\_ Page No. \_\_\_\_\_

E. B. McCLINTOCK  
County Clerk

E. B. McCLINTOCK Deputy

Fees, \$ \_\_\_\_\_

AFFIDAVIT OF DISINTERESTEDNESS.

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

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

Subscribed and sworn to before me at \_\_\_\_\_ day of \_\_\_\_\_ 1911.

My commission expires \_\_\_\_\_

\_\_\_\_\_  
Engineer, U. S. R. S.

[OFFICIAL SEAL]

8/27/10 274 284





CERTIFICATE OF RECORD.

BURK PRINTING HOUSE

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

I, E. B. MCCLINTOCK, County Clerk in and for said County, do hereby  
certify that the foregoing instrument of writing with its certificate of authentication, was filed  
for Record in my office, on the 10 day of Nov A. D., 1915, at 11 o'clock  
o'clock 8:30 M., and duly recorded the 24 day of Nov A. D., 1915, at  
o'clock 6 M., in the Deed.

Records of said County, in Volume 274 on page 284

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

E. B. MCCLINTOCK,

Clerk of the County Court, El Paso County, Texas

By W. C. McClellan Deputy.