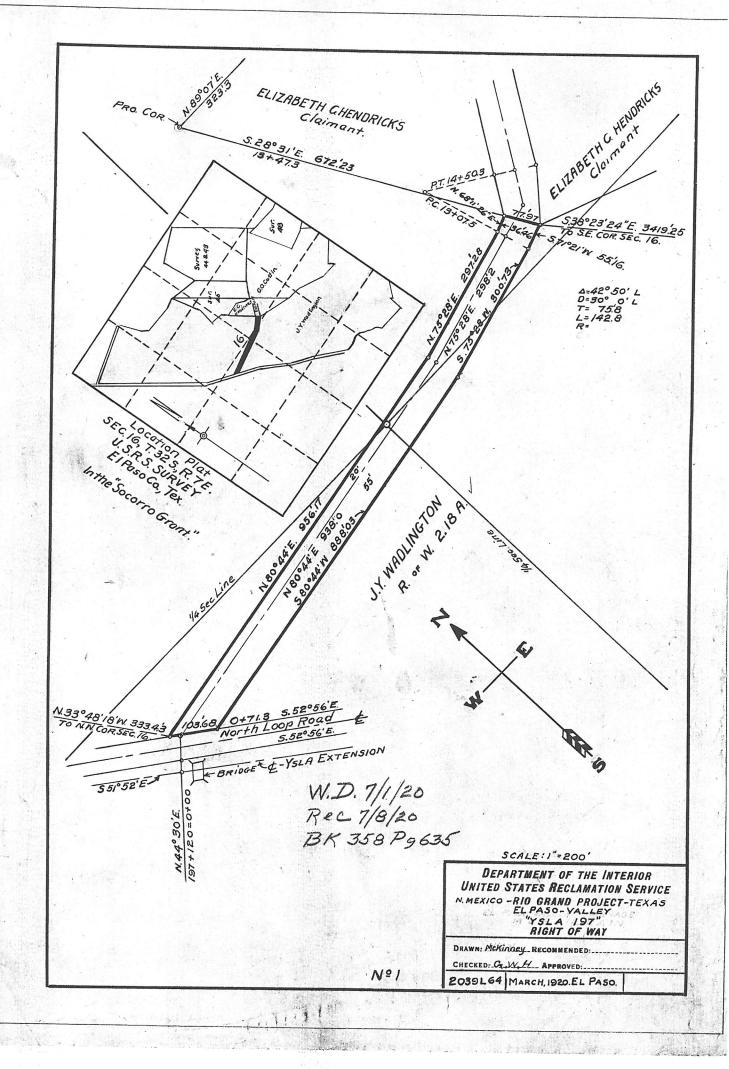
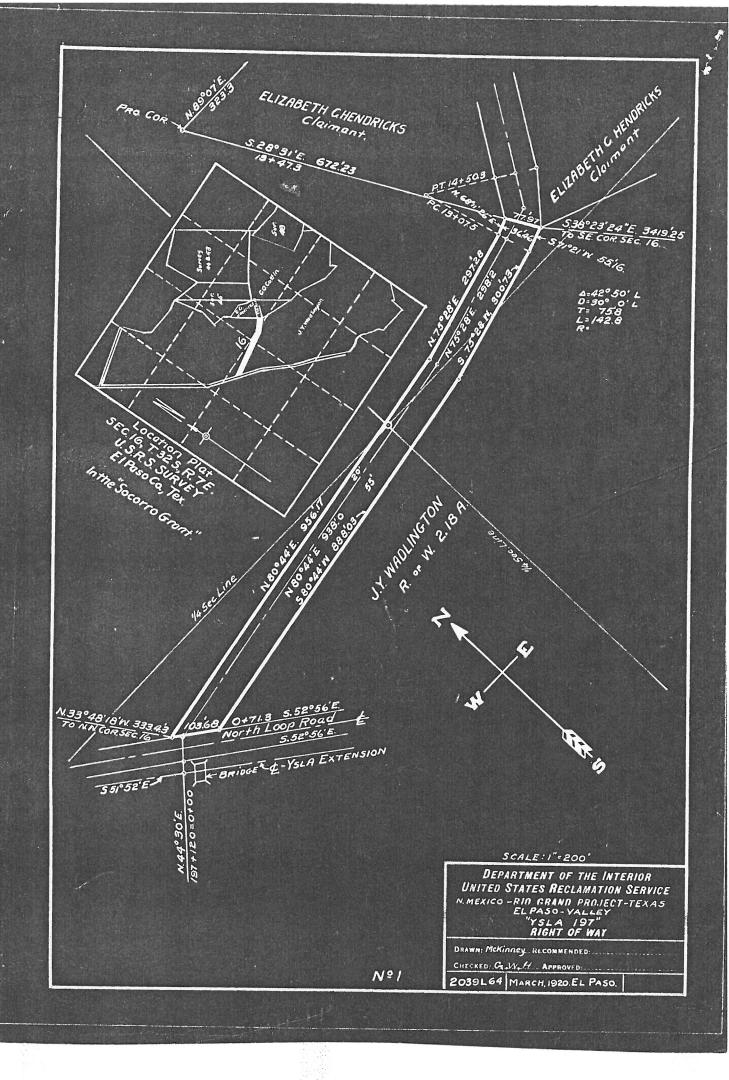
COLLECT AS TO ELIBRICATINE DATA & MINE

That we, J. Y. Wadlington and Parales Wadlington, bushand and wife. of the County of El Paso, State of Texas, in consideration of the sum of Three hundred forty-eight and 80/100 (\$348.80) to US in hand paid by the United States of America, pursuant to the Act of Cress of June 17, 1902 (32 Stat., 388) and acts amendatory thereof and su lemental thereto the receipt of which is hereby acknowledge have Granted, Soid and Conveyed, and by these presents do Grant, Sell and Convey unto the su The United States of America The United States of America The United States of America The Southeast of the Southeast quarter of the Southeast of elem, Texas, in the Mortheast quarter of the Southeast of the Northeast quarter of the Southeast of the Northeast quarter of the Southeast of active of Bast, U. S. Rectemention Sortles survey, being also in the Southeast agree of the tract of lend herein described, which is a point in the northeast guarter of the County being also in the Southeast of the southeast		Y OF EL PASO.	Λ	NOW ALL MEN BY THESE	PRESEN'
of the County of El Paso, State of Texas, in consideration of the sum of Inter hundred forty—eight and 80/100 (\$348.80) 10 US in hand paid by the United States of America, pursuant to the let of Cress of June 17, 1902 (32 Stat., 588) and acts amendatory thereof and surplemental thersto the receipt of which is hereby acknowledge have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the surplemental thersto The United States of America The United States of America The United States of America The United States of Texas and more particularly described contains the county of El Paso and State of Texas and more particularly described elen; Texas, in the Northeast quarter of the Southwest quarter (UNISW). Elen; Texas, in the Northeast quarter of the Southwest quarter (UNISW). Elen; Texas, in the Northeast quarter of the Southwest quarter (UNISW). The United States of Texas and more particularly described elen; Texas, in the Northeast quarter of the Southwest quarter (UNISW). Elen; Texas, in the Northeast quarter of the Southwest quarter (UNISW). Elen; Texas, in the Southeast quarter (UNISW) and the Southwest quarter of the tract of the Southwest quarter (UNISW). Elen; Texas, in the Southeast quarter of the Southwest o		[일본] 이 시설 (1) 전 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		그리고 그렇게 들어 있다. 그는	
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the receipt of which is hereby acknowledge have. Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the sell and particularly described and to particularly described along, to wit: A tract of land situated approximately one mile southeast of a northwest quarter of the Southwest quarter (NW-SE) and the Southwest arter of the Northeast quarter SW-WES; of Section 16. Township 12 South arter of the Northeast quarter SW-WES; of Section 16. Township 12 South arter of the tract of land herein described, which is a point in the Socorround of the tract of land herein described, which is a point in the nortal secretary right of way line of the North Loop road, said right of way line thwest corner of said Section 16 bears N. 33-46 New 150-17 feet; thence N. 75-28 New 297.28 Teat; thence N. 68-11 feet to a point on property line between land of Granton and land almed by Elizabeth C. Hendricks: thence South 28-31 East 77-97 feet alo bears S. 38-23-24 E. 3419-25 feet; thence South 71-21 West 55- 16 2 mare 50 the 75-28 West 300-72			though the last	13-1-1-1	
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The United States of America The Un	lemental	thereto		그는 경기 없는 사람이 하는데 하는데 얼마나 있다면 얼마를 하는 것이라고 했다.	State F Gala
The United States of America The States of Land, lying in the County of El Paso and State of Texas and more particularly described follows, to-wit: A tract of land situated approximately one mile southeast of the Lortheast quarter of the Southwest quarter (NH18H1) of Southwest quarter of the Southwest of Township 32 South of the United Southwest Section 16. Township 32 South of the United Southwest of the tract of land herein described, which is a point in the northest property right of way line of the North Loop road, said right of way line themses the southwest corner of said Section 16 bears N. 33°48; 18° W. 55344° feet; the Head of Chamtor and land the southwest to a point on property line between land of Chamtor and land and property line to a point from which the Southeast corner of said Section 16 bears S. 38°23'24" E. 3419.25 feet; thence South 75°28" West 300.77	ha 🕶 Gro	anted, Sold and Convey	ed, and by these presents d	Grant Sell and Course	acknowledg
ract or parcel of land, lying in the County of El Paso and State of Texas and more particularly described ollows, to-wit: A tract of land situated approximately one mile southeast of slen; Texas; in the Northeast quarter of the Southwest quarter (NEISW2) and the Southwest arter of the Northeast quarter SNINE2; of Section 16. Township 32 South are 7 East. U. S. Reclemation Service survey, being also in the Southwest are of the tract of land herein described, which is a point in the north start of the tract of land herein described, which is a point in the north less the southwesterly right of way line of the North Loop road, said right of way line of the southwesterly property line of the Grantor and From point the threat corner of said Section 10 bears N. 3348 18 W. 3534.5 feet; the 160444 S. 956.17 feet; thence N. 75.28 E. 297.28 feet; thence N. 68-11 jo.40 feet to a point on property line between land of Grantor and land imed by Elizabeth C. Hendricks: thence South 28-31 East 77.97 feet alog property line to a point from which the Southeast corner of said Sections and property line to a point from which the Southeast corner of said Sections of the Southeast corner of said Sections of Section 10 the Southeast corner of said Sections of Sections			, , , , , , , , , , , , , , , , , , , ,	Grant, Sen and Convey	unio the sc
ract or parcel of land, lying in the County of El Paso and State of Texas and more particularly described ollows, to-wit: A tract of land situated approximately one mile southeast of slen; Texas, in the Northeast quarter of the Southwest quarter (NEISW2) and the Southwest arter of the Northeast quarter SNINE2; of Section 16. Township 32 South more particularly described as follows: Beginning at the most western of the tract of land herein described, which is a point in the north least the tract of land herein described, which is a point in the north least the southwest extends the southwesterly property line of the Grantor and Front/Point the threat corner of said Section 10 bears N. 33-48-18 W. 3534-5 feet; the 160-44 K. 950-17 feet; thence N. 75-28 E. 297-28 feet; thence N. 68-11 feet; thence N. 75-28 E. 297-28 feet; thence N. 68-11 feet; thence South 28-31 East 77-97 feet along the property line to a point on property line between land of Grantor and land deproperty line to a point from which the Southeast corner of said Section to bears S. 38-23-124 E. 3419-25 feet; thence South 71-21 West, 55-16-20 more South 75-28 West, 300-75 feet; thence South 71-21 West, 55-16-20 more South 75-28 West, 300-75 feet; thence South 71-21 West, 55-16-20 more South 75-28 West, 300-75 feet; thence South 71-21 West, 55-16-20 more South 75-28 West, 300-75 feet; thence South 71-21 West, 55-16-20 more South 75-28 West, 300-75 feet; thence South 71-21 West, 55-16-20 more South 75-28 West, 300-75 feet; thence South 71-21 West, 55-16-20 more South 75-28 West, 300-75 feet; thence South 71-21 West, 55-16-20 more South 75-28 West, 300-75 feet; thence South 71-21 West, 55-16-20 more South 75-28 West, 300-75 feet; thence South 71-21 West, 55-16-20 more So			The United State	es of America	
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The United States of America is Coast assigns forever; and we do hereby bind ourselves our heirs, executors and administers, to Warrant and forever Defend, all and singular, the said premises unto the said the United States of America, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof. WITNESS coast hand so at Ri Paso, Texas, this	arter of the age 7 East I more parting of the iterly risk is also the iterland by E d propertions on the iterland of the iterl	t quarter of the he Northeast quarter of sect and land ht of way line southwesterly rner of seid Se 956.17 feet: to a point on lizabeth C. Hen y line to a point of land containing the local feet of land containing s forever; and we do not anywise belonging the United and forever Defend, the United and south and sou	e Southeast quarte erter SNINE2 of Stion Service surve line as follows: herein described of the Worth Loop property line of the Horin lo bears Namence Na 75 28 E. property line bet ricks: thence South Irom which the 19 25 feet; thence I fall of way line along said North Is along said N	T (NW SE) and the Societion 16. Township Y, being also in the Beginning at the most which is a point in road, said right of which is a point in road, said right of who 35'48' 18" W. 3334-3 297.28 feet; thence ween land of Grantor s th 28'31 Fast 77.97 Southeast corner of s e South 71'21' West South 80'44' West 888 e of the North Loop R h Loop Road to point m hundredths (2.18) s Tes, our heirs, executors a remises unto the said 148 successors ng or to claim the same, or any a	uthwest 2 South Socorro Wester the nort ay line int the feet; th N. 68-11 nd lend feet alo aid Sect 55. 16 f 03 feet ords the or begin cres mor
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THE STATE O	LPASO. BE	SFORE ME	Zeo W.	Hoad	ley.
a Ionary Rub	ilo J. Y. Vedlin		in and for El P	aso County, Tex	eas, on this day
personally appeared.				· ·	
hain an agrae, an	2.7 (\$1.50 \$1.00 \$	known to me to	be the person	whose name	in your
Consider the State of	egoing instrument, an	d acknowledged to	me thathe	executed the sa	me for the pur-
poses and considerati Given under my	on inerein expressed. hand and seal of office	ce, this 1 st	day of	July	A. D. 19
	n. 1229. Juno I.	是一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个	d. yes	10.1 Ha	adley
THE STATE C	OF TEXAS	edijas (Cenemina)			
	EL PASO.	Before	me, Je	o, W. A	oadley
	ex Politic is, on this day personal	la ábbeared	Paralee W	adlington	in and for
J. T. Wad				person whose nai	ne is subscribed
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Towns and Towns and	explained to her, she, it does not be and declared t	and there were the total discount with	The second second	File Marie Marie	A CONTRACTOR OF THE PARTY OF TH
the second state of the second	ssed, and that she did r	September of the street of the			
Given under my	hand and seal of office	e, this '- 1.02 - 6	lay of	in Ur	A. D. 19
My come exp.	June 2 1321		$\sigma r \sim r$		
	e e e e e e e e e e e e e e e e e e e		V / Nota	ey Public.	
			V / Nota	y Public.	
THE STATE O	OF TEXAS,		D Greet	cler	k of the County
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THE STATE OF COUNTY OF Court of said County day of July	OF TEXAS, EL PASO: , do hereby certify that , A. D. 19.2	the above instrumer output utility output	et of writing, do	ited on the	or record in my
COUNTY OF Court of said County day of July office this 3rd and duly recorded the	OF TEXAS, EL PASO. , do hereby certify that , A. D. 19.2 day 8th	the above instrumer or with its certificate of July day of Jul	tt of writing, do te of authentica , A. D. , A. D.	tion, was filed for 19.20, at 9:30	or record in my
COUNTY OF Court of said County day of July office this 3rd and duly recorded the in the records of said	OF TEXAS, EL PASO: , do hereby certify that , A. D. 19_2 day 8th d County, in Volume	the above instrumer of July day of Jul 358 on Pag	te of writing, do te of authentica , A. D. , A. D. es 635.	tion, was filed for 19 20, at 9:30	ard in my Do'clock A M Do'clock P M
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Form 7-523t
Revised June, 1919 : 10 pc to LEPARTMENT OF THE INTERIOR This form appropriated modified should be used to transmit informal earthworth contracts (Specifications Form 1-201) ANILED PRIATES: BECKWALLON: SERVICE th copy of contract and s. With this force appropriately medicied unitegissing or donation deeds (see par. Hop. 265, Ved : of Man-uall shall be consuming the bolle. Penyer Office to Washington for accoutance and bling, a copy of such deed when belonging the leave furnished for the fills from France with I = 1850 Project Manager to Chief of Construction, thru District Counsel. approved in edvance, giving dates, stating wie seconds for tester, and from and to whom Subject: Forwarding for approval contract dated tompril. 26: 1920 Estimated amount involved, & contract will be made, and the space provided on the forent series acrount to which charges under the countries will be made, and be given in the space provided on the forent series (see fact it is a series of the following of probable exceptions or callection must also be shown (see fact it is a series of the fact Accompanied aby bond and 2 copies (1) original (2 mor) Clearing Acct. Accompanie and the potential of the contract o Ferminated cost of pride to be print is \$520.

Form: Is used to render nuncessary the weiting of various routine letters in reference to contracts made account to the class sociatement in Danver Case can an in 20.52. Vol. 1 of manually account of selections of the class sociatement in Danver Case can an in 20.52. Vol. 1 of manually El Paso, Texas, Advise Project Manager at (Post office and State) Bl Paso, Texas. District Counsel at (Post office and State) Chief Engineer, Denver, Colorado. and of the approval of the above, using extra copy hereof. Inclosures listed on the reverse NOTE: Before submitting contract see that the instructions on reverse hereof have been FULLY complied with. See also par. 16, Page 205, Vol. 1 of Manual. L M LA SON (Signature) Denver, Colo. The above described contract and bond, if any, approved bv Chief of Construction. Engineer Denver, Colo. May 6, 1920. Acting Chief of Construction to Director: It is recommended that the above described contract be executed approved and bond if any approved. Inclosures:
Orig. & S copies of form letter,
contract, ORIGINAL CONTRACT TO BE RETURNED TO PROJECT MANAGER'S "2 " contract, report on land agreement, OFFICE FOR RECORDATION AND FURTHER APPROPRIATE ACTION. certificate of necessity. 1 Blueprint, 2039 L64, March 1920. Copy of letter of May 6,1920 from Actg. C.M. to P.M. Washington, D. C. MAY 15 4020 executed Contract approved and bond, if any, approved by MORRIS DIEN, on MAY 18 1970, contes of contract to the MAY 1670 11636 of the last of the District of the District of the District of the Care of the Contract of the Care of th Director AND FURTHER APPROPRIATE AGRICANT COST. Inclosares:

Form 7-276. Approved May 27, 1910, by the Secretary of the Interior.

LAND PURCHASE CONTRACT.

DEPARTMENT OF THE INTERIOR UNITED STATES RECLAMATION SERVICE

THIS AGREEMENT, made this 26th day of April
nineteen hundred and twenty, between J. V. Wadlington
and Parales Wadlington , his wife, of 9 R1 Paso and (NI) he had been a supported by
tatives, and assigns, hereinafter styled the Vendor, and The United States of America and its assigns by
thereunto duly authorized by the Secretary of the Interior, pursuant to the act of June 17, 1909 (32 Stat., 388), WITNESSETH:
- 1. The vendor in consideration of the benefits to be hereafter derived from the construction of irrigation works through, upon, or in the vicinity of the lands hereinafter described, of the promises and covenants of the United States herein contained, and of the payment to the vendor by the United States of the sum of one dollar (\$1.00), 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 State of to wit
A tract of land eituated approximately one mile Southeast of Bel

A tract of land situated approximately one mile Southeast of Belen. Texas, in the Northeast quarter of the Southeast quarter (Northeast). In the Northwest quarter of the Southeast quarter (North) and the Southwest quarter of the Northeast quarter (Swincy) of Section sixteen (16) Township thirty-two (32) South, Hange Seven (7) East United States Reclamation Service survey, being also in the Socorro Grant and more particularly described as follows: Beginning at the most westerly corner of the tract of land herein described, which is a point in the northeasterly right of way line of the North Loop road, said right of way line being also the southwesterly property line of the Vendor and from saids point the Northwest corner of said Section Sixteen (16) bears North 35°48°18° West three thousand three hundred thirty-four and three tenths (7334.3) feet; thence North 80°44° Bast, nine hundred fifty-six and seventeen bundredths (956.17) feet; thence North 75°28° East two hundred ninety-seven and twenty-eight hundredths (207.28) feet; thence North 68°11'26° East thirty-six and forty-six (20.46) feet to a point on property line between land of Vendor and land claimed by Elizabeth C. Rendricks; thence South 26°31' East seventyclaimed by Elizabeth C. Mendricks: thence South 28°31' East seventyseven and ninety-seven hundred the (77.97) feet along said property
line to a point from which the Southeast corner of said Section
sixteen (16) bears South 38°23'24" East, three thousand four hundred
nineteen and twenty-five hundred the (3419.25) feet; thence South
71°21' West fifty-five and sixteen hundred the (55.16) feet; thence

Correct as to Engineering Data 2.20,

South 75.86. West three hundred and seventy-three hundred the (700.75) feat; these South 50.44. West eight hundred eighty-eight and three hundred the (650.05) foat to a point on the porthogenerally right of way line of the Borth Loop How; thence Worth 52.56 west one hundred three and eighty-eight hundred the (105.00) foat slong sied Dorth Loop How to point of beginning seid treet of land containing two and eighteen hundred the (2.10) goves more or loop.

- constructed by and at the expense of the United States a three ton farm bridge, of the standard design adopted and now being used on the Nio Grands project, said bridge to be constructed at Station 1) alus 10 of the Yela 197 Lateral, of the Rio Grands Project, and work thereupon shall be commenced and completed within a reasonable time after excevation of said Yela 197 Lateral at the point mentioned. It is further understood and agreed that the Vendor shall maintain said structure in good condition at all times and that the United States does not assume any obligation for maintenance, recair, or reconstruction, or liability for any demage occurring from lack of proper maintenance of said structure.
- employed no third person to solicit or obtain this contract in their behalf, or to cause of procure the same to beobteined upon such procurement; and that they have not paid, or promised or agreed to pay, to any third person, in consideration of such procurement, or in compensation for cervices in connection therewith, any brokerage, commission, or percentage upon the amount receivable by them hereunder; and that they have not, in estimating the contract prize commission, or percentage; and that all maneys payable to them hereunder are free from obligation to any other parson for cervices rendered, or supposed to have been rendered, in the procurement of this contract. They further agree that any breach of this errient; shall constitute adequate cause for the annulment of this contract by the United States, and that the United States may retain to its own use from any sums due or to become due thereunder an amount equal to any brokerage, commission or percentage so paid or agreed to be paid; Provided, However, it is understood that this covenant does not apply to the sciling of goods through a boun file commercial representative employed by with customers of the regular source of their business in dealing with customers other than the Government and whose compensation is paid, in whole or in part, by commissions on sales made, nor to the sciling of goods through established commercial or sciling agents or agencies regularly engaged in sciling such goods.

Witnesses:	
	T. THE THE THE
	J. W. Wadlington
of	
	Paralee Wadlington
	Vendor.
of	
	The United States of America,
	L. M. Lawson
of	
	Project Manager U. S. R. S
of	
eanwikerienbru	AFRICAVIT OF DISH
UNTY OF El Paso	-)
OUNTY OF El Paso	88:
	-/
- 7	
no are personally known to me to	ereby certify that J. Y. Wadlington and Pa Wadli
and for said county, in the State aforesaid, do he no are personally known to me to the foregoing instrument, appeared beforethey	ereby certify that J. Y. Wadlington and Pa Wadli be the person S. whose names are subscribed me this day in person and acknowledged that
and for said county, in the State aforesaid, do he ho are personally known to me to the foregoing instrument, appeared beforethey	ereby certify that J. Y. Wadlington and Pa Wadli be the person s. whose names are subscribed me this day in person and acknowledged that
and for said county, in the State aforesaid, do he ho are personally known to me to the foregoing instrument, appeared beforethey	ereby certify that J. Y. Wadlington and Pa Wadli be the person s. whose names are subscribed me this day in person and acknowledged that writing as their free and voluntary act,
and for said county, in the State aforesaid, do he ho are personally known to me to the foregoing instrument, appeared before ————————————————————————————————————	ereby certify that J. Y. Wadlington and Ps. Wadli be the person S. whose names are subscribed me this day in person and acknowledged that writing as their free and voluntary act, Paralee Wadlington and explained to her the contents of the
and for said county, in the State aforesaid, do he no are personally known to me to the foregoing instrument, appeared before ————————————————————————————————————	ereby certify that J. Y. Wadlington and Ps Wadli be the person S. whose names are subscribed me this day in person and acknowledged that writing as their free and voluntary act, Paralee Wadlington and explained to her the contents of the
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and for said county, in the State aforesaid, do he are personally known to me to the foregoing instrument, appeared before ————————————————————————————————————	writing as their free and voluntary act, Peralee Wadlington and explained to her the contents of the did declare that She did without any coercion or compulsion, and do 26th day of April , 1920. Geo. W. Hoadley
and for said county, in the State aforesaid, do he no are personally known to me to the foregoing instrument, appeared before ————————————————————————————————————	writing as their free and voluntary act, Peralee Wadlington and explained to her the contents of the did declare that She did without any coercion or compulsion, and do 26th day of April , 1920. Geo. W. Hoadley

DEPARTMENT OF THE INTERIOR UNITED STATES RECLAMATION SERVICE

WASHINGTON, D. C.

February 22, 1922.

From

Chief Counsel

To

District Counsel, El Paso, Texas.

Subject: Abstract No. 19076, Pioneer Co. - Purchase from J. Y. Wadlington, contract of Apr. 26, 1920 - Rio Grande project.

- 1. Enclosed is photostat of the abstract requested in your letter of Jan. 11, 1922.
- 2. This photostat was sent to us by the Chief Clerk of the General Accounting Office with a statement that as the abstract requested is a part of the permanent records of his office, it could not be furnished to us. However, we feel sure that he is in some error and had overlooked the fact that a loan only is all we desired. These photostats are a little bit cumbersome and we wish to avoid them if possible.

enc.

Ottamos Hamile

CC- C.E.

Abstract delivered to Harvorl 16-22

El Pago, Texas, August 18, 1920.

From

District Counsel

To

Chief Counsel, Washington, D. C.

Subject:

Opinion on title to 2.18 acres of land acquired under contract dated April 26, 1926, with J. Y. Wadlington et ux. - Rio Grande project.

- running from the Governor of the State of Texas, to the inhabitants of the town of Socorro, maderby virtue of State legislation confirming the Socorro Grant. This patent is generally recognized as vesting the proper officers of the Mexican grant with authority to convey title to such settlers that have complied with the laws as to settlement upon and improvement of the land.
- 2. I do not find any important defects in the title, but some incidents may be noted briefly as an aid in any further examination that may be required.
- A tax sale deed appears at page 5, which apparently affected the entire grant but which is redeemed, the redemption deed having been re-recorded on account of a defective acknowledgment (pp. 6 & 2). Grants of two tracts of land are found at pages 3 and 10 running from the corporation of the town of Secorro bd Juan Armendaris who conveyed the said two tracts of land to 6. V. Stevenson. There is also conveyed to Stevenson a third tract of land containing 52 acres, which does not appear elsewhere in the abstract and in which the United States is not interested. A vendor's lien was retained in the Stevenson conveyance. This is partially released by muniment at page 15, and the full release is found at page 16. Goo. B. Stevenson executed a deed of trust to Bicholas Harper, trustee for George Baggs, beneficiary. This trust deed is released by muniment abstracted at page 21. The deal of trust deed is released by muniment abstracted at page 21. Wadlington, the Government Grantor, and vendor's lien was retained. This lies is to secure several notes, the latest date of maturity of the notes being August 15, 1886. He release of this labe appears of record.

but no suit for the recovery of the land was ever brought and no contract of extension made. Therefore, all right of action against the land is now barred, the Texas limitation for vendor's liens being placed at four years. (Art. 5694, Tex. Civ. Stats. 1914.)

- 4. At page 23 a suit is abstracted wherein J. Y. Wadlington obtained an injunction restraining Job Gamter and W. B. Munson from earrying out a sale under an execution following a judgment that had been obtained in Grayson County, Texas. This injunction was granted as to 200 acres that Wadlington claimed as his homestead, which is the land concerned in the Government right of way. At page 27 it is seen that the plaintiffs in the Grayson County suit released their judgment to E. T. Morris, J. Y. Wadlington, and the Continental Cattle Company. The interest which this latter company has in the suit was transferred by it to Wadlington (see p.28), and this instrument of transfer also purports to convey to Wadlington the interest of the plaintiff E. T. Morris, but I am not entirely clear as to the recitals concerning the right of the said company to convey for Morris. However, the injunction lifts the Wadlington homestead out of the operation of the suit, and this is the only property in which we are concerned, and as the other parties to this litigation do not appear elsewhere in the chain of title, it is my opinion that the injunction alone is sufficient to evercome any question in the premises. The same remarks apply to the releases of judgments which follow at pages 30 and 31.
- The United States is interested and the matters therein abstracted should have been emitted. Wadlington evidently had acquired certain property in the city of El Paso and had given the trust deed abstracted at page 32 to secure payment of notes. This trust deed is in favor of 0. G. Sector, beneficiary, and relates to the Wadlington property through which we have secured the right of way only by readon of a recital in the trust deed to the effect that the wadlington homestead of 200 acres is exempted from sale by virtue of the deed of trust. The beneficiary died and matters concerning his estate follow.

- 6. The next muniment is the agreement to sell to the United States. The quitclaim deed found at page 46, running from the El Paso County Commissioners to the United States, was executed in order that title might be perfected where the deeds running from Mexican Grants were either imperfectly made or lost before recording.
- 7. The deed for canal right of way running to El Paso Irrigating Company (p.48) grants a small tract of land which does not encroach upon the Government right of way. The same may be said about the deeds running to El Paso County (pp.50 and 51), these granting two small tracts of land for county road purposes. The abstract at pages 53 to 62 relates to matters between the United States and the El Paso Valley Water Users' Association, and to the regulations in regard to issuance of final water-right certificates, none of which matters will prejudice titles acquired for Reclamation Service canals. The statement made at page 64 relates to a Spanish grant dated May 19, 1692, that has been filed by Elizabeth C. Hendrix. This matter is quite generally regarded by local attorneys and real estate people as one that will never seriously affect the existing titles that are of long standing and founded upon other and better established grants.
- 8. The tax statement at page 65 shows that taxes up to and including the year 1919 are paid. Warranty deed running to the United States was executed and recorded prior to the date when the assessment of taxes for 1920 was fixed, and further inquiry as to taxes for this year is made unnecessary by reason of Departmental decision dated April 25, 1910 (D-11479), which holds that where a party, as the United States, which is exempt from taxation, acquires title while the taxing proceedings are in fieri, the proceeding is arrested and the United States takes title free from any incumbrance by reason of tax lien.
- 9. The Government vendors in this transaction are very old and in ill health and state that they need the cash quite badly. In view of this fact, and the good condition of the title, I felt justified in having warranty deed running to the United States executed and recorded and the abstract brought down to date to include the deed, without awaiting an advance decision from your office. It is my opinion that good title, unincumbered, now vests in the United States, and that payment may be made th the grantors named in the deed. If you concur in this opinion, the account will be vouchered and the papers put in course of payment.

incls.

P W DENT

Orig. agreement to sell.
Orig. warranty deed.
Abstract of title.
Possessory certificate.
1 blueprint.
Extra copy above opinion.

Copy to C. E.

El Paso, Texas. July 2, 1920.

Pioneer Abstract and Guarantee Title Company,

El Paso, Texas,

Gentlemen:

Transmitted herewith is abstract of title No. 19076. which please bring down to date, including warranty deed dated July 1, 1920, running from J. Y. Wadlington et ux. to the United States, which we are to-day filing for record. No new tax certificate required.

Very truly yours.

P W DENT

District Counsel.

inel.

County Clerk for El Paso County,

El Paso, Texas.

Dear Sir:

Transmitted herewith for official record is warranty deed dated July 1, 1920, running from J. Y. Wadlington to the United States.

Very truly yours,

P W DENT

District Counsel.

inel.

El Paso. Texas. June 29, 1920.

Mr. J. Y. Wadlington. 901 E. Nevada St.

Dear Sir:

Transmitted herewith to be executed by yourself and by Mrs. Wadlington is warranty deed running to the United States for 2.18 acres of land for Ysla Lateral right of way. There is also enclosed a voucher which both parties should sign. Upon return of these instruments, the deed will be recorded and as soon as it is returned from the County Recordsrwill be forwarded with other papers to our Department in Washington for payment. You will understand that it is necessary for us to show perfect title in the United States before payment to you can be made. Therefore, we ask that the deed be executed in advance.

The deed must have affixed United States documentary revenue stamp for 50d which it is customary for the grantor to furnish and which please do not overlook.

Yours very truly.

P W DENT

District Counsel.

We are unable to state on the voucher the amount which will have to be deducted for abstract of title. The bill rendered for this abstracting work is, we think, too high, and we are to-day writing to have same reduced. The proper deduction will be made on voucher before it is put through for payment.

2 incls.

El Paso, Texas, June 28, 1920.

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

Gentlemen:

We are in receipt of Abstract No. 19076 relating to some of the Wadlington property. This abstract is accompanied by the bill for \$65.00. We regret to state that we are unable to check up the work done with this amount of money. The abstract according to our count consists of the following:

Caption
Index
Conveyances, etc. 31 First pages 23.25
20 Second 10.00
Suits, etc. 4 First pages 4.00
Tax certificate Total 44.25

Pages 32 to 39 relating to the deed of trust running from Wadlington to Foster as trustee for 0. G. Secton, and the estate of Mr. Secton after his decease. are not, according to our estimate of the facts, necessary or entitled to a place in this abstract. The deed of trust relates to certain lots in the Finley Addition in the city of El Paso, which deed of trust evidently followed a conveyance of the same property to Wadlington and was given to secure the notes made in payment, but the conveyance to Wadlington is not abstracted. The only reference which the deed of trust has to the property in which the United States is interested, is the ztatement to the effect that this latter property is exempt, it being a 200 acre homestead. The six pages following relate to the Secton estate, and unless there is some other connection between this estate and the Wadlington property besides that shown in the turst deed, we do not see that these estate matters are any more appropriate than the deed itself. Thest matters consist of the following:

Conveyance	9		first page		•	•	•	\$.75
17			second "	-				•50
Suit,		2	first page	3		*		2.00
81		4	second "			•	•	2.00
				Te	ote	11		3 5.25

The total of \$44.25 arrived at as above, less \$5.25 leaves a balance of \$39.00 which appears to us to be the proper charge for this abstract.

There is enclosed herewith a contract for abstracting work at the new schedule of rates, which please sign and return to our office, when we will at once forward it for approval. These rates are to take effect on June 28, 1920, which is the date of acceptance of your bid. This conforms to our construction of your letter asking that the former rates be terminated, which letter is dated May 27, and we take as a thirty day notice to terminate. We think that in view of the nature of the work, the terms of the former contract and the length of time which is usually taken to get it out, that thirty days notice is fair. We should have been glad to entertain your written notice to terminate a long time prior to the date if finally reached us. In fact you will recall that we were expecting to have you write us such a letter of termination as far back as the first of the year.

Beginning today which is the 28th of June. we will pass for payment you bills, in accordance with the new rates for all work which is order from this time forward.

There is some other abstracting work which we lso is apparently billed at the higher rates, which we have not yet vouchered. As soon as we can give further attention to these bills, we will do so, either putting them through for payment or calling your attention to the rates.

Very truly yours.

P W DEET

1 Encl.

District Counsel.

El Paso, Texas, June 1, 1920.

Project Manager

Chief Engineer, Denver, Colo.

Acquisition of lands - Land purchase contract with J. Y. Wadlington et ux for right of way for Yela 197 Lateral - Rio Grande Project.

1. Receipt is acknowledged of communication dated May 6. 1920. Transmitted herewith is appraisal report, together with one copy thereof relating to the above described land purchase.

L M LAWSON

CC- Director District Counsel.

2 Encl.

Pioneer Abstract and Guarantee Title Company.

El Paso, Toxas.

Gontlemen:

Please furnish an abstract of title for a tract of land containing 2.18 acres of land held by J. Y. Wadlington, lying in the Socorro Grant, also in NE; of SW; and NW, of SE; and SW; of NE; sec. 16, T. 52 S., R. V E. Blueprint is inclosed more fully describing this land. See also contract between Wadlington and the United States, dated April 26, 1920, to-day being sent for record.

We wish abstract of title only, and not title guaranty.

Very truly yours,

P W Dent

District Counsel.

incl.

County Clerk for El Paso County.

El Paso, Texas.

Dear Sir:

Transmitted herewith for official record is contract dated April 26, 1920, between the United States and J. Y. Wadlington et ux.

Very truly yours,

P W DESIG

District Counsel.

incl.

Assistant to the Director

Project Manager, El Paso, Texas.

MAY 17 1920

Acquisition of lands - Land purchase contract with J. Y. Wadlington et ux for right of way for Ysla 197 Lateral - Rio Grande project.

- 1. The above mentioned contract transmitted with your form letter dated May 1, 1920, was received by reference from the Acting Chief of Construction dated May 6, 1920.
- 2. The contract has been approved in the form transmitted, on the assumption that the United States is to pay for the certificate of title and abstract, if required. However, it is noted that article 2 of the printed form is eliminated, and the substitute article providing for certificate of title is not inserted in lieu thereof.
- 3. It is desired that in the future, when article 2 of the printed form is eliminated and the substitute paragraph providing for furnishing of certificate of title is not inserted, that notation to the effect that the United States is to furnish the certificate of title and abstract, if required, should be made upon the form letter of transmittal.

Copy to CE DC M1 Paso movies Bier

Acting Chief Engineer.

Project Manager, El Paso, Texas.

Agreement to sell dated April 26, 1920, with J. Y. Wadlington and wife, purchase of 2.18 acres for right of way, Yala 197 Lateral and construction of bridge, total estimated amount involved \$598.80 - Rio Grande Project.

- 1. This will acknowledge receipt of your form letter of May 1, 1920, transmitting the contract to the Director for approval, through this office.
- cept that a report of Board of Appraisers should be transmitted in duplicate, under the provisions of paragraph 3, page 251, Volume 1 of the Manuel, as the amount involved, including cost of the structure to be built by the United States, exceeds \$500.00. If this transaction is covered by the last paragrape on page 252 of the above cited regulation, please furnish a statement in duplicate covering that fact.
 - 3. Kindly furnish the proper information, so that the same may be transmitted to the Director without delay.

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

R.F. Walter

Acting Chief Counsel

District Counsel, El Paso, Tex.

Acquisition of land - opinion of title to 2.18 acres of land acquired under contract of April 26, 1920, with J. Y. Wadlington et ux - Rio Grande Project.

- abstract No. 19076 by Pioneer Abstract and Guarantee Title Co., and related papers. The land now under consideration has already been acquired by the United States and the original deed showing its recordation is among the papers. Our report has been somewhat delayed, due to the fact that your opinion does not set out the chain of title a chain of title upon the face of the opinion being always helpful in facilitating work in this office.
- 2. As we get it from the abstract before us, this title begins September 23, 1878, with a patent from the State of Texas to the town of Socorro (page 3). The town failed to pay taxes and on May 5, 1887, the tax collector of El Paso County conveyed to J. E. Townsend and M. C. McGlennon (page 5). This deed describes the land as Survey 186, which apparently identifies it with the patent. However, there is nothing in the abstract to show whether the tax proceedings were all regular—matters of the very deepest importance to the validity of the tax sale—but this is not so material at this point, because, as disclosed at pages 6 and 7, the land was redeemed December 21, 1887. January 29, 1883, the Corporation of the Town of Socorro conveyed to Juan Armendariz (page 8). The land thus conveyed is described by metes and bounds and is assumed to be within the patent to the town. Again on August 11, 1882, the town conveyed to the same party (page 10) 163 acres assumed to be part of the same land. June 13, 1884, Juan Armendariz conveyed to G. B. Stevenson by metes and bounds 3 tracts which we assume to be part of the land described by the grant retaining a vendor's lien (page 12). On page 15 the lien is shown as discharged and again on page 16. October 26, 1885, Stevenson conveyed

to Nicholas Harper, trustee for George Baggs, (page 18) apparently the same land received by him as shown, this instrument being in effect a trust with power of sale and the right on the part of the beneficiary to appoint a substitute trustee. This trust is released (page 21). March 1, 1886, Stevenson conveyed to J. Y. Wadlington apparently the same property as above described (page 22). Wadlington is the Government contractor. December 7, 1886, Wadlington brought suit against Job Gunter, setting out his ownership of the land under consideration and praying an injunction against certain threatened proceedings affecting Wadlington's title. As pointed out by you in paragraph 4, there were transactions in reference to this suit which disclose that the land now sought is part of a homestead tract and you are of opinion that that injunction alone is sufficient to overcome any question which may grow out of these transactions and you have a similar opinion regarding the judgments disclosed on pages 30 and 31. For the purpose of this opinion we accept your view of these matters.

- 3. You show that pages 32 to 39 do not concern the land in which the United States is interested and therefore these pages will be disregarded.
- 4. In paragraph 3 in commenting upon the above mentioned liens affecting this land, you are of opinion that all right of action is now barred under Article 5694 of the Texas Civil Stats., 1914, which provides a limit of 4 years for enforcing a vendor's lien. Of course, you bear in mind the fact that all such limitations may be greatly extended where infants or insane persons might be involved and we are sure you are bearing this fact in mind.
- 5. We note, as set out in your paragraph 6, that there has been a quitclaim deed from the El Paso County Commissioners to the United States (page 46), which is for the purpose of curing possible defects in this title.
- 6. You point out in paragraph 7 that the deed, disclosed on page 48, for canal right of way running to El Paso Irrigation Company does not encroach upon the Government land now under consideration, which is also true of the instruments disclosed by pages 50 and 51.

- 7. You also point out that pages 53 to 62 disclose instruments and transactions between the United States and the El Paso Valley Water Users' Association and are not adverse to the United States.
- 8. We note what you say with reference to the disclosure on page 64 regarding a statement in reference to the Spanish grant dated May 19, 1692, filed by Elizabeth C. Hendrix. You state that this matter is generally regarded by local attorneys and real estate people as not seriously affecting the title now being acquired by the United States because of its long standing and its foundation upon other grants. Of course we understand this to be a mere guess, but apparently whatever possible danger it may present is out of proportion to the amount involved in this case and therefore the risk will be assumed by the United States.
- 9. You point out that, as disclosed by page 65. the taxes up to and including the year 1919 are paid. The deed was placed of record before taxes for 1920 attached and therefore when they do attach they will not affect this land, title to which is now in the United States and of record.
- nay be paid in the regular way, the disbursing officer filing with his voucher the papers required by the Reclamation Manual.

encls.:
Original of District Counsel's opinion
of Aug. 18, 1920.
Original contract of sale.
Possessory certificate.
Blue print.
Deed to the United States of record.
Abstract No. 19076 by Pioneer Abstract
and Guarantee Title Company.
Copy of this opinion.

Copy to:
P. M., El Paso, Tex.
C. E., Denver, Colo.

POSSESSORY CERTIFICATE.

Rio Grande Project, El Paso, Texas, April 26, 1920.

I, Geo. W. Hoadley. Field Assistant, United States
Reclamation Service, certify that I have personally examined
the land sought to be acquired by the United States
from J. Y. Wadlington and Paralee Wadlington in the
Northeast quarter of the Southwest quarter (NE2SW4). in
the Northwest quarter of the Southeast quarter (NW2SE4).
and the Southwest quarter of the Northeast quarter (SW4NE4)
of Section sixteen (16) Township thirty-two (32) South.
Range seven (7) East United States Reclamation Service
survey and in the Socorro Grant, County of El Paso, State
of Texas, for the Rio Grande project, and that the said
proposed Vendor was in actual, sole, and exclusive possession of the land, claiming to be the owner thereof, and
no person claiming a right in such land adverse to the
Vendor is in possession of any part of it.

GEO M HOYDTEA

Field Assistant.

CERTIFICATE.

I HERREY CERTIFY That the land described in the agreement dated April 26, 1920, with 7. Y. Wadlington and Paralee Wadlington is required for purposes authorized by the Act of June 17, 1902 (32 Stat., 388), namely, as right of way for the Ysla 197 Lateral, a part of the Rio Grands project; that the consideration to be paid thereunder \$348.80, is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

L M Lawson

Project Manager.

El Paso, Texas. April 26, 1920.

APPRAISAL REPORT.

We, the undersigned, members of a board designated to fix the value of the land to be purchased from J. Y. Wadlington and wife by the United States for right of way for the Ysla 197 lateral. Rio Grande project described in the agreement to sell dated April 26, 1920, find that the fair and reasonable consideration to be paid by the United States is a money payment of \$348.80 and the building of one bridge at a cost of approximately \$250.00.

Representative El Paso County Water Improvement District No. 1.

GEO W HOADLEY

Representative U. S. Reclamation Service.

El Paso, Texas, May 10, 1920.

Receiver's No. Should not be accepted for transmission and will not be accepted as a voucher with bill for payment of tolls. (Sender's name in full in ink.) Western Union Time Filed UNITED STATES RECLAMATION SERVICE Field, legal, kl paso Project F. Y. 1922 7-132 A (Mch., 1918.) District Counsel Company

Retain Copy for U.S.R.S. Office.

abstract When may we expect this abstract Matter urgent.

My letter January eleventh temporary use Wedlington

To Reclamation, Washington.

El Paso, Texas, Debruary 3, 1922.

words, night

(Day or Night.) Govt. Rate

Dent