

980

WADLINGTON, J. Y., et. ux., Paralee W.

WARRANTY DEED

T-197

LATERAL (252)

0023-0081-0001-00

15-(1) Texas

78

THE STATE OF TEXAS, }  
COUNTY OF EL PASO.

KNOW ALL MEN BY THESE PRESENTS:

That we, J. Y. Wadlington and Paralee W adlington, husband 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) DOLLARS,

to US in hand paid by the United States of America, pursuant to the Act of Congress of June 17, 1902 (32 Stat., 388) and acts amendatory thereof and supplemental thereto the receipt of which is hereby acknowledged ha ve Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said

The United States of America

~~all~~ ~~tract~~ ~~or~~ ~~parcel~~ of land, lying in the County of El Paso and State of Texas and more particularly described as follows, to-wit:

A tract of land situated approximately one mile southeast of Belen, Texas, in the Northeast quarter of the Southwest quarter (NE1/4SW1/4), in the Northwest quarter of the Southeast quarter (NW1/4SE1/4) and the Southwest quarter of the Northeast quarter (SW1/4NE1/4) of Section 16, Township 32 South, Range 7 East, U. S. Reclamation Service survey, being also in the Socorro Gran and more particularly described as follows: Beginning at the most westerly easterly right of way line of the North Loop road, said right of way line being also the southwesterly property line of the Grantor and from point the Northwest corner of said Section 16 bears N. 33°48' 18" W. 3334.5 feet; thence N. 80°44' E. 956.17 feet; thence N. 75°28' E. 297.28 feet; thence N. 68°11'26" E. 36.46 feet to a point on property line between land of Grantor and land claimed by Elizabeth C. Hendricks; thence South 28°31' East 77.97 feet along said 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 71°21' West, 55.16 feet; thence South 75°28' West 300.73 feet; thence South 80°44' West 888.03 feet to a point on the northeasterly right of way line of the North Loop Road; thence North 52°56' West 103.68 feet along said North Loop Road to point of beginning said tract of land containing two and eighteen hundredths (2.18) acres more or less.

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging, unto the said

The United States of America, its successors assigns forever; and we do hereby bind ourselves, our heirs, executors and administrators, to Warrant and forever Defend, all and singular, the said premises unto the said the United States of America, its successors

~~do~~ and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

WITNESS our hand s at El Paso, Texas, this 1st day of July, A. D. 19 20.

Witnesses at Request of Grantor

J Y WADLINGTON  
PARALEE WADLINGTON

WMA 2  
Digitized by Google

THE STATE OF TEXAS

COUNTY OF EL PASO

A Notary Public

BEFORE ME,

Geo W. Hoadley

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

personally appeared J. I. Wadlington

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 1st day of July A. D. 1920

(SEAL) My com. exp. June 1 1921

(sgd) Geo W. Hoadley Notary Public.

THE STATE OF TEXAS

COUNTY OF EL PASO

A Notary Public

Before me,

Geo. W. Hoadley

in and for

El Paso County, Texas, on this day personally appeared Paralee Wadlington wife of J. I. Wadlington

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 Paralee Wadlington 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 1st day of July A. D. 1920

(SEAL)

My com. exp. June 1 1921

(sgd) Geo W. Hoadley Notary Public.

THE STATE OF TEXAS

COUNTY OF EL PASO

I W D Greet

Clerk of the Court,

Court of said County, do hereby certify that the above instrument of writing, dated on the 3rd day of July A. D. 1920 with its certificate of authentication, was filed for record in my office this 3rd day of July A. D. 1920 at 9:30 o'clock A M and duly recorded the 8th day of July A. D. 1920 at 3:40 o'clock P M in the records of said County, in Volume 358 on Pages 635.

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.

W D GREET

Clerk County Court, El Paso County, Texas.

By Florence C Rock Deputy.

WARRANTY DEED

Single and Wife's Separate Acknowledgment

Filed for record to

at o'clock M.

Clerk County Court, El Paso County, Texas.

By Deputy.

ELLIS BROS. PRINTING CO. EL PASO







DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

Rio Grande Project, El Paso, Texas

Project Manager to Chief of Construction, thru District Counsel.

Subject: Forwarding for approval contract dated April 26, 1920

With J Y Wadlington and Parales Wadlington, his wife.

Estimated amount involved, \$ 348.80 Authority No.

Accompanied by bond and 2 copies of Clearing Acct.

Purpose: Purchase of 2.18 acres for right of way for Vals 197 lateral.  
Estimated cost of bridge to be built is \$250.

Advise Project Manager at El Paso, Texas,  
(Post office and State)

District Counsel at El Paso, Texas,  
(Post office and State)

and Chief Engineer, Denver, Colorado.

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 ELSON  
(Signature)

Denver, Colo.  
The above described contract and bond, if any, approved  
by \_\_\_\_\_ on  
Chief of Construction.

Acting Chief of Construction, Denver, Colo. May 6, 1920.

It is recommended that the above described contract be approved and bond if any approved.

- Inclosures:
- Orig. & 2 copies of form letter, contract,
  - " " 2 " report on land agreement,
  - " " certificate of necessity,
  - 1 Blueprint, 2039 L64, March 1920.
  - Copy of letter of May 6, 1920 from Actg. C.M. to P.M.

ORIGINAL CONTRACT TO BE RETURNED TO PROJECT MANAGER'S OFFICE FOR RECORDATION AND FURTHER APPROPRIATE ACTION.

R. J. Walter  
(Signature)

executed Washington, D. C. MAY 15 1920  
Contract approved and bond, if any, approved by  
on \_\_\_\_\_

MAY 10 1920 11 536  
Original enclosed by \_\_\_\_\_ for record  
AND FURTHER APPROPRIATE ACTION

Approved May 27, 1910, by the  
Secretary of the Interior.

DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

THIS AGREEMENT, made this 26th day of April

nineteen hundred and twenty, between J. Y. Wadlington

and Paralee Wadlington, his wife, of El Paso

County, Texas, for them and their heirs, legal representa-  
tives, and assigns, hereinafter styled the Vendor, and The United States of America and its assigns by

M. Lawson, 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., 338),

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 El Paso State of Texas, to wit:

A tract of land situated approximately one mile Southeast of Belen,  
Texas, in the Northeast quarter of the Southwest quarter (NE $\frac{1}{4}$ SW $\frac{1}{4}$ ),  
in the Northwest quarter of the Southeast quarter (NW $\frac{1}{4}$ SE $\frac{1}{4}$ ) and the  
Southwest quarter of the Northeast quarter (SW $\frac{1}{4}$ NE $\frac{1}{4}$ ) of Section sixteen  
(16) Township thirty-two (32) South, Range 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 cor-  
ner 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 said point the Northwest corner of said Section sixteen (16)  
bears North 33°48'18" West three thousand three hundred thirty-four  
and three tenths (3334.3) feet; thence North 80°44' East, nine hundred  
fifty-six and seventeen hundredths (956.17) feet; thence North 75°28'  
East two hundred ninety-seven and twenty-eight hundredths (297.28)  
feet; thence North 68°11'26" East thirty-six and forty-six (36.46)  
feet to a point on property line between land of Vendor and land  
claimed by Elizabeth C. Hendricks; thence South 28°31' East seventy-  
seven and ninety-seven hundredths (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 hundredths (3419.25) feet; thence South  
71°21' West fifty-five and sixteen hundredths (55.16) feet; thence

Correct as to Engineering Data  
S. M. A.

South  $75^{\circ}28'$  West three hundred and seventy-three hundredths (300.73) feet; thence South  $80^{\circ}44'$  West eight hundred eighty-eight and three hundredths (888.03) feet to a point on the northeasterly right of way line of the North Loop road; thence North  $52^{\circ}56'$  West one hundred three and sixty-eight hundredths, (103.68) feet along side North Loop road to point of beginning, said tract of land contains two and sixteen hundredths (2.16) acres more or less.



10. It is understood and agreed that there will be constructed by and at the expense of the United States a three ton trestle bridge, of the standard design adopted and now being used on the Rio Grande project, said bridge to be constructed at station 13 plus 10 of the Ysla 197 Lateral, of the Rio Grande project, and work thereupon shall be commenced and completed within a reasonable time after excavation of said Ysla 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, repair, or reconstruction, or liability for any damage occurring from lack of proper maintenance of said structure.

11. The Vendors expressly warrant that they have employed no third person to solicit or obtain this contract in their behalf, or to cause or procure the same to be obtained 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 services in connection therewith, any brokerage, commission, or percentage upon the amount receivable by them hereunder; and that they have not, in estimating the contract price contained by them, included any sum by reason of any such brokerage, commission, or percentage; and that all moneys payable to them hereunder are free from obligation to any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. They further agree that any breach of this warranty 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 selling of goods through a bona fide commercial representative employed by the Vendors in the regular course 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, or to the selling of goods through established commercial or selling agents or agencies regularly engaged in selling such goods.

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

Witnesses:

\_\_\_\_\_  
of \_\_\_\_\_  
\_\_\_\_\_  
of \_\_\_\_\_  
\_\_\_\_\_  
of \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
J. W. Wadlington

\_\_\_\_\_  
Paralee Wadlington  
Vendor.

The United States of America,  
L. M. Lawson,

By \_\_\_\_\_  
Project Manager  
U. S. R. S.

STATE OF Texas }  
COUNTY OF El Paso } ss:

I, Geo. W. Hoadley, a Notary Public

in and for said county, in the State aforesaid, do hereby certify that J. W. Wadlington and Paralee Wadlington who are personally known to me to be the persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that  
----- they -----

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

I further certify that I did examine the said Paralee Wadlington separate and apart from her husband, and explained to her the contents of the foregoing instrument, and upon that examination did declare that she did voluntarily sign, seal, and acknowledge the same without any coercion or compulsion, and do not wish to retract the same.

Given under my hand and official seal, this 26th day of April, 1920.

[SEAL]

\_\_\_\_\_  
Geo. W. Hoadley  
Notary Public

My commission expires June 1, 1921.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 191

\_\_\_\_\_  
Comptroller, U. S. R. S.

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.

*Ottavio Hamde*

CC- C.E.

*Abstract delivered to Harwood 7/6-22*

El Paso, 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, 1920, with J. Y. Wadlington et ux. - Rio Grande project.

1. This title is founded upon a confirmation patent running from the Governor of the State of Texas, to the inhabitants of the town of Socorro, made by 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.

3. 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 & 7). Grants of two tracts of land are found at pages 8 and 10 running from the corporation of the town of Socorro to Juan Armendaris who conveyed the said two tracts of land to G. 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. Geo. B. Stevenson executed a deed of trust to Nicholas Harper, trustee for George Eggs, beneficiary. This trust deed is released by muniment abstracted at page 21, and by warranty deed abstracted at page 22, conveyed to J. Y. Wadlington, the Government grantor, and vendor's lien was retained. This lien is to secure several notes, the latest date of maturity of the notes being August 15, 1886. No release of this lien 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 Gunter and W. B. Munson from carrying 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 overcome any question in the premises. The same remarks apply to the releases of judgments which follow at pages 30 and 31.

5. Pages 32 to 39 do not concern the land in which the United States is interested and the matters therein abstracted should have been omitted. 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 O. G. Seaton, beneficiary, and relates to the Wadlington property through which we have secured the right of way only by reason 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 to 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.

F W DEET

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

Copy to C. E.

3.



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 R DENT

District Counsel.

incl.

El Paso, Texas, July 2, 1920.

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.

incl.

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 Records will 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 50¢ 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 . . . . .		\$ .75
Index . . . . .		.75
Conveyances, etc.	31 First pages	23.25
"	20 Second "	10.00
Suits, etc.	4 First pages	4.00
"	8 Second "	4.00
Tax certificate		1.50
Total		<u>\$ 44.25</u>

Pages 32 to 39 relating to the deed of trust running from Wadlington to Foster as trustee for O. G. Seeton, and the estate of Mr. Seeton 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 statement to the effect that this latter property is exempt, it being a 200 acre homestead. The six pages following relate to the Seeton estate, and unless there is some other connection between this estate and the Wadlington property besides that shown in the trust deed, we do not see that these estate matters are any more appropriate than the deed itself. These matters consist of the following:

Conveyance ,	first page . . . . .	\$ .75
"	second " . . . . .	.50
Suit,	2 first pages . . . . .	2.00
"	4 second " . . . . .	2.00
	Total	<u>\$ 5.25</u>

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 it 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 also 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 DENT

District Counsel.

1 Encl.

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 Ysla  
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 des-  
cribed land purchase.

- - -

L M LAWSON

CC- Director  
District Counsel.

2 Encl.



El Paso, Texas, May 21, 1920.

Pioneer Abstract and Guarantee Title Company.

El Paso, Texas.

Gentlemen:

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 $\frac{1}{4}$  of SW $\frac{1}{4}$  and NW $\frac{1}{4}$  of SE $\frac{1}{4}$  and SW $\frac{1}{4}$  of NE $\frac{1}{4}$  sec. 16, T. 52 S., R. 7 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,

E. W. Dent

District Counsel.

incl.

El Paso, Texas, May 21, 1920.

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 DEET

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 Yela  
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 articles 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 El Paso

*Morris Brien*

May 6, 1920.

Acting Chief Engineer,  
Project Manager, El Paso, Texas.

Agreement to sell dated April 26, 1920, with J. Y. Wad-  
lington 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.

2. The contract appears to be in proper form, ex-  
cept that a report of Board of Appraisers should be trans-  
mitted in duplicate, under the provisions of paragraph 3,  
page 251, Volume 1 of the Manual, 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 sentence on page 252 of the above cited reg-  
ulation, please furnish a statement in duplicate cover-  
ing 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.

1. I have your opinion of August 18, 1920,  
abstract No. 19076 by Pioneer Abstract and Guarantee  
Title Co., and related papers. The land now under con-  
sideration 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. McClennon (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 describ-  
ed 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 Stat., 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.

10. The amount involved is \$348.80 and this sum may 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 ( $NE\frac{1}{4}SW\frac{1}{4}$ ), in the Northwest quarter of the Southeast quarter ( $NW\frac{1}{4}SE\frac{1}{4}$ ), and the Southwest quarter of the Northeast quarter ( $SW\frac{1}{4}NE\frac{1}{4}$ ) 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 W HOADLEY

Field Assistant.

CERTIFICATE.

I HEREBY CERTIFY That the land described in the agreement dated April 26, 1920, with J. 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 Grande 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.

Should not be accepted for transmission and will not be accepted as a voucher with bill for payment of tolls.

7-182 A (Mch., 1918)

DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

Field, 1891, El Paso Project

F. Y. 1922

RETAIN  
COPY

OF OFFICIAL TELEGRAM

Company

The Western Union

District Counsel

Receiver's No.

(Sender's name in full in ink)

Time Filed

COLLECT  
PAID

(Title)

words, night

(Day or Night)

Govt. Rate

To Reclamation, Washington.

El Paso, Texas, February 3, 1922.

My letter January eleventh temporary use Wallington  
abstract When may we expect this abstract Matter urgent.

Dent

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