

100 PROVENCIO, JOSE M., et. ux., Angelita G. WARRANTY DEED Y-251 LATERAL (R53)

0023-0081-0008-00

15-(8)

THE STATE OF TEXAS, }

COUNTY OF EL PASO. }

KNOW ALL MEN BY THESE PRESENTS, THAT

That we, Jose Maria Provencio and Angelita G. Provencio, his wife

of the County of El Paso of Texas, for and in consideration of the sum of One and no/100 (\$1.00) - - - - - 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 or supplementary thereto

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

The United States of America, its successors or

~~XXXXXX~~ assigns all our 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 approximately 3 miles northwest from Clint, Texas in the SE 1/4 NE 1/4 of Section 21, SW 1/4 NW 1/4 and E 1/2 NW 1/4 of Section 22, Township 32 South, Range 7 East, U. S. Reclamation Service survey and more particularly described as follows: Beginning at the Southwest corner of the tract of land herein described which is a point on the northeasterly right of way line of the North Loop Road, from which point the Northwest corner of the land claimed by J. M. Coker bears North 40°46' West 23.32 feet and the Northeast corner of said Section 21 bears North 6°44' East 1,783.66 feet; thence along the northeasterly right of way line of said North Loop road, North 40°46' West 23.32 feet to the Northwest corner of land claimed by J. M. Coker; thence along the property line between land claimed by J. M. Coker and the Grantor, North 81°20' East 209.77 feet; North 79°14' East 1,062.80 feet; South 76°19' East, 47.4 feet; South 69°12' East 296.60 feet; South 80°22' East 142.4 feet; North 74°18' East 73.5 feet and North 43°55' East 592.24 feet to a point on the southwesterly right of way line of the Mesa Drain; thence along said right of way line, South 29°25' East 47.47 feet to a point from which the Northwest corner of said Section 22 bears North 57°45'30" West 2,359.77 feet; thence South 44°39' West 552.41 feet; thence to the right along a 285.99 feet radius curve a distance of 262.94 feet on the arc; thence North 68°41' West 315.60 feet; thence to the left along a 251.48 feet radius curve, a distance of 135.26 feet; thence South 80°30' West 335.28 feet; thence North 10°11' West 20.0 feet; thence South 79°08' West 823.34 feet; thence South 38°54' West, 6.58 feet to the point of beginning, said tract of land containing one and seventy-four hundredths (1.74) acres, more or less.



TO HAVE AND TO HOLD all our 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

The United States of America, its successors or

~~XXXXXX~~ assigns forever.

WITNESS our hands this 21st day of August A. D. 1920

Witness at Request of Grantor:

Sus Candlarin
W. Harvey

His
Jose Maria Provencio
Angelita G. Provencio

COMPARED 27-7-14 INDEXED

QUIT-CLAIM DEED

Single and Wife's Separate Acknowledgments
Jose Maria Provenico
Angelita G. Provenico

U. S. TO of *Merced*

Filed for record this *1st* day of *Sept* 19*20* at *3* o'clock and *49* minutes *P*. M.
By *W. D. Greet* Clerk
J. B. Edwards Deputy.

Chy U. S. R. S. *338* *332*
Na Lisonor
8/21/20 *60* *60*

THE STATE OF TEXAS

COUNTY OF EL PASO.

BEFORE ME,

Geo. W. Hoadley

a Notary Public

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

personally appeared

Jose Maria Provenico

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 *21st* day of *August* A. D. 19*20*

Geo. W. Hoadley
Notary Public

THE STATE OF TEXAS

COUNTY OF EL PASO.

Before me,

Geo. W. Hoadley

a Notary Public

in and for

El Paso County, Texas, on this day personally appeared

Angelita G. Provenico wife of

Jose Maria Provenico

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 *Angelita G. Provenico*

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 *21st* day of *August* A. D. 19*20*

Geo. W. Hoadley
Notary Public

THE STATE OF TEXAS

COUNTY OF EL PASO.

W. D. Greet

Clerk of the County

Court of said County, do hereby certify that the above instrument of writing, dated on the *21st* day of *August*, A. D. 19*20* with its certificate of authentication, was filed for record in my office this *1st* day of *Sept*, A. D. 19*20*, at *20³40* o'clock *P*. M. and duly recorded, the *8* day of *Sept*, A. D. 19*20*, at *9:15* o'clock *P*. M. in the records of said County, in Volume *338* on Pages *335*.

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 *Morrence C. Rock*, Deputy.

STATE OF TEXAS }
County of El Paso } ss

KNOW ALL MEN BY THESE PRESENTS: that we,

Jose Maria Provencio and Angelita Garcia Provencio, his wife,
of the County of El Paso, State of Texas, in consideration of
the sum of Three hundred nine and 75/100 (\$309.75) 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 supplementary thereto, the receipt
of which is hereby acknowledged have Granted, Sold and Conveyed,
and by these presents do Grant, Sell and Convey unto the said
the United States of America, all that certain tract of 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 approximately three (3) miles Northwest from
Clint, Texas, in the Southeast quarter of the Northeast quarter
(SE $\frac{1}{4}$ NE $\frac{1}{4}$) of Section twenty-one, Southwest quarter of the Northwest
quarter (SW $\frac{1}{4}$ NW $\frac{1}{4}$) and East half of the Northwest quarter (E $\frac{1}{2}$ NW $\frac{1}{4}$)
of Section twenty-two (22) Township thirty-two (32) South, range
seven (7) East, U. S. Reclamation Service survey and more parti-
cularly described as follows: Beginning at the Northwest corner
of the tract of land herein described, which is a point on the
Northeasterly right of way line of the North Loop road from which
point the Southwest corner of land of the Vendor bears South 40°46'
East thirty-nine and forty-six hundredths (39.46) feet and the
Northeast corner of said Section twenty-one (21) bears North
8°15'20" East one thousand seven hundred forty-one and eighty-five
hundredths (1,741.85) feet; thence North 79°08' East eight hundred
sixty and sixty-four hundredths (860.64) feet; thence North 80°30'
East three hundred thirty-five and seventy-two hundredths (335.72)
feet; thence to the right along a three hundred twenty-one and
forty-eight hundredths (321.48) feet radius curve, a distance of
one hundred seventy-two and ninety-one hundredths (172.91) feet on
the arc; thence South 68°41' East three hundred fifteen and sixty
hundredths (315.60) feet; thence to the left along a one hundred
fifty-five and ninety-nine hundredths (155.99) feet radius curve, a distance
of one hundred eighty-one and fifty hundredths (181.50) feet on the
arc; thence North 44°39' East five hundred sixty-five and sixty-
nine hundredths (565.69) feet to a point on the Southwesterly right
of way line of the Mesa Drain, from which point the Northwest corner
of said Section twenty-two (22) bears North 58°27'20" West two
thousand two hundred ninety-four and forty-seven hundredths (2294.47)

Read M. E. F.

Roland Harwell

G. A. Peavey

ANGELITA GARCIA PROVENCIO HUI A MARI

THE STATE OF TEXAS,
COUNTY OF EL PASO.

KNOW ALL MEN BY THESE PRESENTS:

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

to _____ in hand paid by _____
the receipt of which is hereby acknowledged
has _____ Granted, Sold and Conveyed, and by these presents do _____ Grant, Sell and Convey unto the said

of the County of _____ and _____ of _____, 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:

~~beginning at the (2294.47) feet; thence along said right of way line, South~~
44°55' East twenty-four and one tenth (24.1) feet to a point on the
property line between land of the Vendor and J. K. Coker; thence along
said property line South 43° 55' West five hundred ninety-two and twenty-
four hundredths (592.24) feet; South 74°18' West seventy-three and five
tenths (73.5) feet; North 80°22' West one hundred forty-two and four
tenths (142.4) feet; North 69°12' West two hundred ninety-six and sixty
hundredths (296.60) feet; North 70°19' West forty-seven and four tenths
(47.4) feet; South 79°14' West one thousand sixty-two and eighty hundredths
(1062.80) feet and South 81°20' West two hundred nine and seventy-seven
hundredths (209.77) feet to the point of intersection of the property
line between land of the Vendor and said J. K. Coker with the northeasterly
right of way line of the North Loop road; thence along said right of way
line S. 40°46' West thirty-nine and forty-six hundredths (39.46) feet to
the point of beginning, said tract of land containing one and seventy-seven
hundredths (1.77) acres, more or less.

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

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

~~the United States of America, its successors and~~
~~heirs and~~ assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

WITNESS ~~our~~ hand _____ at _____ El Paso, Texas this _____ 30th _____ day of
June _____, A. D. 1910

Witnesses at Request of Grantor S

Roland Harwell

C A Poavey

Jose Maria Provencio His X Mark.

Angelita Garcia Provencio Her X Mark

THE STATE OF TEXAS,
COUNTY OF EL PASO.

BEFORE ME, Geo W Hoadley

A Notary Public

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

Jose Maria Provencio

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 30th day of June A. D. 1920

(SEAL) My com exp June 1st 1921 Geo W Hoadley

Notary Public.

THE STATE OF TEXAS,
COUNTY OF EL PASO.

BEFORE ME, Geo W Hoadley

A Notary Public

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

Angelita Garcia Provencio wife of Jose Maria Provencio

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 Angelita Garcia Provencio 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 30th day of June A. D. 1920

(SEAL) My com exp June 1st 1921 Geo W Hoadley

Notary Public

THE STATE OF TEXAS,
COUNTY OF EL PASO.

I, V. D. Groot Clerk of the County Court

of said County do hereby certify that the above instrument of writing, dated on the 30 day of June, A. D. 1920 with its certificate of authentication, was filed for record in my office this 2 day of July A. D. 1920, at 2:05 o'clock P M. and duly recorded the 6 day of July A. D. 1920 at 1:24 o'clock P M. in book records of said County, in Volume 563 on pages 389

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.

(SEAL)

V. D. Groot

Clerk, County Court.

By V. P. ---, Deputy.

WARRANTY DEED

Single and Wife's Separate Acknowledgment

Filed for record 191

at 2:05 o'clock P M.

Clerk, County Court, El Paso County, Tex.

By V. P. --- Deputy.

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

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

THIS AGREEMENT, made this 13th day of April

nineteen hundred and twenty, between Jose Maria Provencio

and Angelita Garcia Provencio, his wife, of El Paso

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

L. 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., 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 El Paso State of Texas wit:

A tract of land approximately three (3) miles Northwest from
Clint, Texas, in the Southeast quarter of the Northeast quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$)
of Section twenty-one, Southwest quarter of the Northwest quarter
(SW $\frac{1}{4}$ NW $\frac{1}{4}$) and East half of the Northwest quarter (E $\frac{1}{2}$ NW $\frac{1}{4}$) of Section
twenty-two (22) Township thirty-two (32) South Range seven (7) East,
U. S. Reclamation Service survey and more particularly described as
follows: Beginning at the Northwest corner of the tract of land
herein described, which is a point on the Northeasterly right of way
line of the North Loop road from which point the Southwest corner of
land of the Vendor bears South 40°46' East thirty-nine and forth-six
hundredths (39.46) feet and the Northeast corner of said Section twenty-
one (21) bears North 8°15'20" East one thousand seven hundred forty-one
and eighty-five hundredths (1,741.85) feet; thence North 79°08' East
eight hundred sixty and sixty-four hundredths (860.64) feet; thence
North 80°30' East three hundred thirty-five and seventy-two hundredths
(335.72) feet; thence to the right along a three hundred twenty-one and
forty-eight hundredths (321.48) feet radius curve, a distance of
one hundred seventy-two and ninety-one hundredths (172.91) feet on the
arc; thence South 68°41' East three hundred fifteen and sixty hundredths
(315.60) feet; thence to the left along a one hundred fifty-five and
ninety-nine (155.99) feet radius curve, a distance of one hundred
eighty-one and fifty hundredths (181.50) feet on the arc; thence North
44°39' East five hundred sixty-five and sixty-nine hundredths (565.69)

Correct as to Ely Data
Road - M.G.F.

feet to a point on the Southwesterly right of way line of the Mesa Drain, from which point the Northwest corner of said Section twenty-two (22) bears North $58^{\circ}27'20''$ West two thousand two hundred ninety-four and forty-seven hundredths (2294.47) feet; thence along said right of way line, South $44^{\circ}55'$ East twenty-four and one tenth (24.1) feet to a point on the property line between land of the vendor and J. M. Coker; thence along said property line South $43^{\circ}55'$ West five hundred ninety-two and twenty-four hundredths (592.24) feet; South $74^{\circ}18'$ West seventy-three and five tenths (73.5) feet; North $80^{\circ}22'$ West one hundred forty-two and four tenths (142.4) feet; North $69^{\circ}12'$ West two hundred ninety-six and sixty hundredths (296.60) feet; North $76^{\circ}19'$ West forty-seven and four tenths (47.4) feet; South $79^{\circ}14'$ West one thousand sixty-two and eighty hundredths (1062.80) feet and South $81^{\circ}20'$ West two hundred nine and seventy-seven hundredths (209.77) feet to the point of intersection of the property line between land of the Vendor and said J. M. Coker with the northeasterly right of way line of the North Loop road; thence along said right of wayline N. $40^{\circ}46'$ West thirty-nine and forty-six hundredths (39.46) feet to the point of beginning, said tract of land containing one and seventy-seven hundredths (1.77) acres, more or less.

~~2. In consideration of the premises the vendor further agrees upon receipt of notice that this agreement has been approved on behalf of the Reclamation Service to furnish promptly, at his own expense, an abstract of title which shall later be extended to include any instruments subsequently recorded in connection herewith and also the record of the conveyance made pursuant to this agreement: *Provided*, That if the vendor fails or refuses to furnish proper abstract of title within sixty days after notice that this agreement has been approved, or if within such period written request be made by the vendor, such abstract may be procured by the United States at the expense of the vendor and the cost thereof deducted from the purchase price.~~

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

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

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

said act, the sum of -----

----- **Three hundred nine & 75/100 (\$309.75)** -----

----- 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 April 13, 1920

----- notwithstanding earlier delivery of the deed as

herein provided, and may harvest and retain the crops thereon until April 13, 1920; 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 by the Comptroller or Director and Chief Engineer of the Reclamation

Service, 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).

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10. 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 compensation in any way contingent, in whole or in part, 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 demanded 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, nor to the selling of goods through established commercial or selling agents or agencies regularly engaged in selling such goods.

Geo. E. Goodley

Secretary Public

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

Witnesses: of marks of both parties

T. J. Lawrence

of El Paso, Texas.

C. F. Harvey

of El Paso, Texas.

Jose Maria Provencio (hisXmark)

Angelito Garcia Provencio (herXmark)

Vendor.

The United States of America,

By L. M. Lawson

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 Angelita Garcia, Provencio and Jose Maria Provencio and 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 Angelita Garcia Provencio separate and apart from her husband, and explained to her the contents of the foregoing instrument, and upon that examination she 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 13th day of April 1920, ##

[SEAL.]

Geo. W. Hoadley

My commission expires June 1st, 1921.

Notary Public

Approved this day of, 191

Comptroller, U. S. R. S.

AGREEMENT TO SELL

TO
UNITED STATES.

COUNTRY OF

ss:

I hereby certify that this instrument was filed

for record at my office at _____ o'clock _____ M;

_____ 191_____

recorded in Book 357, Page No. 51

By _____

Fees, \$ _____

AFFIDAVIT OF DISINTERESTEDNESS

STATE OF _____

COUNTY OF _____

ss:

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 corruptly to the said _____ 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.

U. S. R. S.

Subscribed and sworn to before me at _____

[OFFICIAL SEAL.]

this _____ day of _____, A. D., 191 _____

My commission expires _____

Note.—Execute this affidavit only on the copy for the Returns Office, not on original.

Chief Counsel

District Counsel, El Paso, Texas.

NOV 12 1920

Land acquisition - Opinion of title to 1.77 acres of land to be acquired under contract with Jose Maria Provencio and wife dated April 13, 1920 (lateral Y-251) at \$309.75 - Rio Grande project.

1. I have examined your opinion of Oct. 22, 1920, abstract No. 15999 by the Pioneer Abstract and Guarantee Title Co. and supplemental abstract 19387 by the same company, covering the above mentioned land, and related papers.

2. As you point out, the right of way now sought for this lateral is a part of what is known as survey 61 of the Socorro grant and of a tract conveyed by the corporation of Socorro to Manuel Provencio, 9.25 acres of which was conveyed to the government vendor by Miguel Provencio Nov. 19, 1909, abstract pages 29 $\frac{1}{2}$ and 30 of supplement. The title to survey 61 was found satisfactory in connection with the purchase of 1.15 acres acquired for the Mesa drain right of way under contract with the same parties dated May 5, 1918.

3. On Feb. 28, 1920 this title was passed by this office, and relying upon the representation by the vendor that there was no change in the condition of his title, you took deed, had it recorded, and then had the abstract extended. This supplemental abstract discloses that there is no change in the condition of the title to survey 61 adverse to the interests of the United States.

4. As to the 9 $\frac{1}{2}$ acres not contained in survey 61, the chain of title as you point out, is broken between the deed by the corporation of Socorro to Manuel Provencio and the deed running from Miguel Provencio to Jose Maria Provencio. You state that the grantee in the former deed was the father of the grantor in the latter deed, the latter grantor being the brother of his grantee, the government vendor, Jose Maria Provencio. Manuel Provencio died and his children divided the land belonging to him at his death, there being no will. You also point out that at the time of this partition, the mother of Provencio's children was also dead. There was no deed made between these children in conformity with the partition. On Nov. 19, 1909, abstract page 30, Miguel Provencio

conveyed to Jose Maria Provencio, and since that time the grantee, you state, has held exclusive and peaceable possession. You are, therefore, of opinion that the defect in the title is cured by article 4674, Texas Civil Statutes, 1914. You state that all the brothers and sisters, the children of Manuel Provencio, were of age before the beginning of this possession in 1909, and your statements are all sustained by the affidavits on file among the papers. This defect in the title will, therefore, be disregarded.

5. You point out that the certificate to the abstract used in the earlier purchase shows that taxes up to and including 1918 are paid on the land contained in survey 61. Your personal inquiry at the tax collector's office discloses that taxes for the year 1919 have been paid since the making of the tax certificate.

6. You state that you have also made a careful inspection of the tax records for taxes on the 9 $\frac{1}{2}$ acres not in survey 61, which discloses that all taxes on this land since it was transferred to Jose Maria Provencio are paid up to and including 1919. You discovered that for the years 1905 and 1906 there are two small amounts assessed against Miguel Provencio, who owns other land, and that the records are not clear as to which lands these taxes are assessed against, and that the difference between him and the tax office is only one of many such instances. You state that the government vendor is living upon his land with his family and in good financial condition, and you recommend that no more time be spent upon this tax feature. You do not state the amount of the unpaid tax, but we will accept your view of the situation, and you may disregard the possible outstanding tax.

7. Taxes for the year 1920 apparently did not accrue before the deed to the United States, and therefore they are not regarded as an adverse lien.

8. Therefore, this transaction may be closed by paying the purchase price to the proper party in the usual way. The disbursing officer will file with his voucher the papers required by the Reclamation Manual.

Witness Hand

Enclosures: Supplemental abstract of title,
Original abstract which was made in connection
with voucher for f.y. 1920, No. 9195, fiscal agent,
S. A. Hedden, check No. 22437,
Original guarantee deed and blue print shown

El Paso, Texas, OCT 2 1920

From District Counsel

To Chief Counsel, Washington, D. C.

Subject: Opinion on title to 1.77 acres of land acquired under contract from Jose Maria Provencio et ux. dated April 13, 1920 (Lateral X-251) -Rio Grande Project.

1. This right of way is part of Survey 61 of the Socorro Grant and of a tract conveyed by the corporation of Socorro to Manuel Provencio, 9.25 acres of which was conveyed to the Government vendor by Miguel Provencio under date of November 19, 1909 (pp. 29 $\frac{1}{2}$ - 30 of supplemental abstract). Title to said Survey 61 had already been examined and found satisfactory in connection with a former purchase of 1.15 acres for the Mesa Drain right of way under contract with the same parties dated May 5, 1910, and the abstract now used was obtained from the Department and brought down to date. In connection with this former purchase title was approved by Chief Counsel in opinion dated February 28, 1920. Relying upon vendor's statement that condition of his title was unchanged since the former examination, warranty deed for the present purchase was obtained and recorded and the abstract supplemented accordingly without going to the trouble to make an examination prior to recordation of the deed secured in the present case with the necessity for a further extension of the abstract to include the deed. Our examination of the title shows that there are no new entries affecting Survey 61, adverse to the interests of the United States. As to the 9 $\frac{1}{4}$ acres not contained in this Survey, the chain of title is broken between the deed by the corporation of Socorro to Manuel Provencio and the deed running from Miguel Provencio to Jose Maria Provencio. The grantee in the former deed was the father of the grantor in the latter deed, the latter grantor being a brother of his grantee, the Government vendor, Jose Maria Provencio. Upon the decease of Manuel Provencio, this party's children divided the land formerly belonging to their father, among themselves; Their father having died intestate and their mother at the time of the division of the property also being dead, but no conveyances were made between these brothers and sisters. The portion of the land falling to Miguel Provencio was conveyed to the Government vendor by the deed found at page 30, and ever since the date of this conveyance, November 19, 1909, the grantee has held exclusive and peaceable possession, and the weakness shown by the chain of title is entirely cured thereby (Art. 4674 Tex. Civ. Stats. 1914). All of the brothers and sisters in the case had become of age prior to the beginning of this possession. These matters are fully set forth in the accompanying affidavit by the Government vendor, which is corroborated by Andres Olguin, a neighbor who has resided in the vicinity of the land for forty years.

2. In reference to taxes, the tax certificate in the abstract used in the former purchase shows that taxes up to and including the year 1918 are paid on the land contained in Survey 61. Personal inquiry at the tax collector's office shows that taxes for the year 1919 have been paid since the making of the tax certificate. As to taxes on the 9½-acre tract not in Survey 61, a careful inspection of the tax records was made, with the result that all taxes on this land since it was transferred to Jose Maria Provencio are shown to be paid up to and including the year 1919. For the years 1906 and 1906 there are two small amounts assessed against Miguel Provencio (who holds other tracts of land), but it is not clear to what lands these relate, with no showing that they relate to the land in which the Government is interested. The present owner insists that he has paid all taxes outstanding against his land and stands ready to settle any items which the county officials can convince him are a proper charge. The status of these taxes is one not uncommon in El Paso County, and it is probable that further negotiations with the landowners would ^{result in} only a delay and an unwarranted expenditure of time, without perfecting the record to any material extent. The Government vendor is a party well established with his family upon his land and of good financial responsibility, and it is my recommendation that no more time be spent upon this feature of the title. As to taxes for the year 1920, the deed passing title to the United States is dated June 30, 1920, and prior to the time when the taxing proceedings for this year were completed. The Secretary of the Interior has held, by decision dated April 25, 1910 (D-11479), that as to the United States, which is a party exempt from taxation by State authority, if property is acquired while the proceedings are in fieri by one exempt from taxation, the taxing proceeding is arrested, and a tax, though subsequently levied, is not a lien effectual against the title."

3. I am of the opinion that good title to the land agreed to be conveyed now vests in the United States, and that the purchase price, \$309.75, may be paid by check drawn to Jose Maria Provencio et ux. upon due execution of proper voucher. If you concur in this opinion, kindly advise and the steps necessary to complete the transaction will be taken.

4. The abstract of title which accompanies these papers was forwarded to this office in response to my request in letter of May 6, 1920, to Chief Engineer, being sent here with letter from the Acting Chief Counsel dated May 29, 1920.

As the abstract in its present condition relates to two different land purchases, as stated above, appropriate cross references should be made in each file, and as to the former purchase, reference is here made to voucher for fiscal year 1920, No. 9195, Project No. 16016, paid by Fiscal Agent Heddon Check No. 22437.

F W DEWITT

incls.

Abstract of title.
Affidavit dated Sept. 17,
1920, with 1 copy.
Orig. warranty deed and
blueprint.
Orig. agreement to sell.
Possessory certificate.
Extra copy above opinion.

Copy to C. E. Denver.

as recorded,
Original agreement to sell.
Possessory certificate,
Extra copy of this opinion.

Copy to CE
PM, El Paso

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

Rio Grande Project El Paso, Texas

APR 20 1920

Project Manager to Chief of Construction, thru District Counsel.
execution

Subject: Forwarding for approval contract dated April 13, 1920.

With Jose Maria Provencio and Angelita Garcia Provencio

Estimated amount involved, \$ 309.75 Authority No. 565
Accompanied by bond and 2 copies or Clearing Acct.

Purpose: No bond
1.77 acres for
Purchase of right of way for Y-251 Lateral.

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

District Counsel at El Paso, Texas (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 LAWSON
(Signature)

Denver, Colo.

The above described contract and bond, if any, approved

by on
Chief of Construction.

Denver, Colo.

Acting Chief of Construction to Director: April 23, 1920.

It is recommended that the above described contract be

executed and bond if any approved.

Inclosures:

- Orig. & 3 copies of form letter, contract,
- " " " certificate of necessity,
- " " " report on land agreement,
- 1 Blue print, 2040 L 64, 4/7/20.

**ORIGINAL CONTRACT TO BE
RETURNED TO PROJECT OFFICE
FOR FURTHER PROPER ACTION.**

Records, etc.

F. Y. WALTER
(Signature)

REMARKS:

executed

Washington, D. C.

APR 30 1920

Contract approved and bond, if any, approved by

on APR 30 1920

MORRIS FLEM,
Assistant to the Director.

Original enclosed to P.M. for record
AND FURTHER APPROPRIATE ACTION

APR 25 '20 11196

1. This form is devised to render unnecessary the writing of various routine letters in reference to contracts. If the agreement submitted is not of the class for approval in Denver (see par. 3a-h, pp. 201-2, Vol. I of manual), the chief of construction will forward with his recommendation to Washington for appropriate action.
2. The office in which the contract originates will transmit two (2) copies of this form in excess of the number of offices to be advised of approval or execution. For example, in the usual case where the project manager and district counsel are to be advised, four (4) copies and one (1) original (5 in all) should be sent to the Denver office.
3. With every contract submitted, involving an expenditure, the authority number (Form 7-681) or clearing account to which charges under the contract will be made, must be given in the space provided on this form letter. (See par. 4, p. 213, Vol. I of manual.) The amount of probable expenditure or collection must also be shown (see par. 11, p. 204, Vol. I of manual). Any other special matter or information relative to the contract too long to write on this form should be set out in a statement or certificate and submitted with contract.
4. Reference should be made to previous correspondence of importance, especially if form of contract was approved in advance, giving dates, stating whether a telegram or letter, and from and to whom.
5. The office in which this contract originates should list all inclosures in the space above.
6. With this form appropriately modified quit claim or donation deeds (see par. 47, p. 265, Vol. I of Manual) shall be transmitted through the Denver Office to Washington for acceptance and filing, a copy of such deed with related papers being furnished for the files of the Denver office.
7. This form appropriately modified should be used to transmit informal earthwork contracts (Special Form 7-201) executed in project offices to the Denver office for acceptance with copy of contract and related papers to be forwarded to Washington office by the Chief of Construction.

INSTRUCTIONS.

Advise Project Manager at _____

District Counsel at _____

and _____

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

The above described contract and bond, if not approved _____

by _____ Chief of Construction.

_____ Denver, Colo.

Remarks:

Inclusures:
 Original and 4 copies of form letter of transmittal.
 Original and 3 copies of contract
 " " " 1 copy Certificate of Recommendation.
 " " " 1 " " Report on land agreement
 " " " 2 Blueprints, 4 and bond, if any, approved by _____
 executed _____

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

INFORMATION relating to agreement made **the 15th day of April** 19 **20**, with
Jose Maria Provencio and wife
for the purchase of land required for **Canal Y-251**
purposes, **Rio Grande** Project, **El Paso**
County, **Texas.**

1. State description and *approximate area* of land to be conveyed. **1.77 acres in SE $\frac{1}{4}$ NE $\frac{1}{4}$ sec. 21, SW $\frac{1}{4}$ NW $\frac{1}{4}$ and E $\frac{1}{2}$ NW $\frac{1}{4}$ sec. 22, T. 32 S., R. 7 E., U.S.R.S. Survey, El Paso County, Texas.**

2. State nature, number, and date of entry by which it was acquired under public land laws, also date of final certificate and patent, if such have been issued.

Land is in State of Texas and is part of the Socorro (Mexican) Grant. No United States public land in Texas.

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

Jose Maria Provencio and Angelita Garcia Provencio, his wife. Address of both, Ysleta, Texas.

4. State who is in possession of the premises to be conveyed, or of any part thereof, and if a tenant, give his name and post-office address. If the land is held under a lease, state the general terms of the lease, and the date when the tenant is to give up possession, or if some arrangement has been made with the tenant in case his interest in the land desired for acquisition will be affected.

Owners, as stated above, are in possession. No leases.

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

Subject to right of way by virtue of agreement between landowner and Irrigation District (formerly water users' association), embodied in stock-subscription contract. This right of way not being invoked.

6. State how much of the land is under cultivation, to what kinds of crops, with area of each crop cultivated, and how much is not cultivated, but is capable of being brought under cultivation, as well as the general character of such land; also the condition and kind of improvements, if any. Give a detailed estimate of the value of all important improvements of the land, such as buildings; also the amounts and values of the several classes of land.

The only improvements on the land are stand of alfalfa. No buildings.

1.77 acres at \$175 per acre, \$309.75

This land is part of a home place located in a desirable portion of El Paso Valley, and the price per acre is accordingly rather high.

7. If any portion of the land is irrigated, state what water rights go with the land and how much of the cultivated and how much of the uncultivated land is capable of irrigation.

All irrigable; all irrigated. Water rights such as are usual in El Paso Valley under Rio Grande project.

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

\$175 to \$200 per acre.

9. State fully any other matters relative to the land or to the purchase that may be of interest to the Government, especially concerning possible injury or benefit to other portions of this tract.

Canal is a necessary one for efficient irrigation, and will be of general benefit to the community affected.

Dated **El Paso, Texas, April 13** 19**20.**

(Signature) **GRO W BOADLEY**

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

Approved:

L H LAWSON

Project Manager.

6-4803

INSTRUCTIONS.

The proper procedure in making purchases of lands under the Reclamation Act, in pursuance of the various rulings made by the Department of the Interior and the Department of Justice, is substantially as stated below, though, in some cases, deviations may be necessary in certain details. These instructions do not relate to withdrawn public lands to which there is a claim by reason of a settlement or entry made prior to withdrawal; in such cases the agreements for purchases of improvements should be entered into on Form 7-523. See Manual, 1917 edition, pages 260-263.

1. As soon as possible after it has been ascertained that the property will be required, the project manager should forward to the director, through the chief of construction, the following papers:

(a) Form 7-276 or 7-277, contract of sale, or memorandum of terms of proposed purchase, together with two copies of the same, one for the returns office and the other for the director. When the land is donated, use Form 7-277.

(b) Affidavit of disinterestedness.

(c) This Form (7-281), report on land agreement.

(d) Certificate that the land is necessary for the purposes authorized by the Reclamation Act and that the consideration agreed upon is reasonable, together with his recommendation that the agreement be approved.

INSTRUCTIONS.

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(a) Form 7-276 or 7-277, contract of sale, or memorandum of terms of proposed purchase, together with two copies of the same, one for the returns office and the other for the director. When the land is donated, use Form 7-277.

(b) Affidavit of disinterestedness.

(c) This Form (7-281), report on land agreement.

(d) Certificate that the land is necessary for the purposes authorized by the Reclamation Act and that the consideration agreed upon is reasonable, together with his recommendation that the agreement be approved. This certificate should also contain other valuable information relative to the transaction not given in Form 7-281.

(e) If the tract is described by metes and bounds, this report should be accompanied by a small sketch, with the boundary lines platted, showing all courses and distances and all references to public-land corners. (See Manual, Title, *Lands, Acquisition of*, pars. 15-16, pp. 354-355.)

2. When the agreement has been approved, the original will be returned to the project manager, who will immediately notify the vendor thereof and call upon him, if pursuant to said agreement, to furnish an abstract of title, which shall later be extended to include any instruments subsequently recorded in connection therewith, and also the record of the conveyance made in pursuance of said agreement; also to procure and have recorded, where proper for record, all assurances of title and affidavits which may be necessary and proper to show clear, unincumbered title in him. This will fix the date from which time may be counted in favor of the United States for extension of the option as provided in the agreement, in case it be found necessary to do so. If the abstract contains a large number of entries, it should be indexed, and if the title to a canal system in involved the abstract should be accompanied by maps showing said system and the lands affected thereby. The abstract, certificates, maps, contract, possessory certificate, and form of deed which it is proposed to execute, referred to in next paragraph, should be submitted to the local district counsel. For form of possessory certificate see also par. 25 of the Title, *Lands, Acquisition of*, in the Manual.

3. The ordinary form of warranty deed, or its equivalent, in general use will be acceptable to the Department, only one material change being required, viz, the insertion of the italicized words in the clause to the following effect usually found in such deeds: "For and in consideration of * * * dollars to him in hand paid in pursuance of the provisions of the act of June 17, 1902 (32 Stat., 388), and acts amendatory thereof or supplementary thereto, by the said party of the second part," etc. The grantee or second party must be the United States, and the words "heirs, executors, administrators, successors," etc., when referring to the second party, should be stricken out, and the sentence should read "the party of the second part and its assigns." One copy of the proposed form of deed should be retained by the project manager, to be executed by the vendor after the title has been found acceptable. A quitclaim deed will be acceptable in case title in fee is not vested in the vendor.

4. When forwarding the title papers to the local district counsel the project manager should request that, if apparently in satisfactory form and sufficient, they be forwarded to the district counsel in charge of titles, with his opinion thereon, otherwise that they be returned, pointing out the defects and indicating how they may be remedied.

5. The district counsel in charge of titles will render an opinion upon the title, and thereupon all the papers will be returned to the local district counsel for action in pursuance of the findings of the opinion. After the title has been found satisfactory, the deed should be executed and recorded and the abstract extended to cover record of same, and also to cover payment of taxes, etc., found to be liens against the estate. Payment may then be made to the grantor, provided no further defects are revealed by the extension of the abstract. The voucher covering payment should be accompanied by the contract, abstract of title, deed, and official copy of opinion. In case the title is found to be imperfect, the papers will be returned for the necessary corrections, and the abstract should then be brought up to date and again submitted through the local district counsel as above for reexamination.

6. In the case of a desert-land entry, when the approval has been given of the purchase of the possessory rights of an entryman, the certificate of the recorder of land titles in the county where the land is situated should be obtained, showing that he has searched the records of his office, and stating whether any instrument of conveyance, assignment, or mortgage of the right obtained by the entry referred to there appears.

7. In the case of land covered by a homestead or desert-land entry where an entire legal subdivision is involved a relinquishment to the United States is sufficient, and a certificate should be obtained from the register and receiver of the local land office showing that the entry was valid and subsisting at the time of the relinquishment, and that it had been relinquished and canceled on the records of the land office. This certificate should accompany the voucher in lieu of the deed or relinquishment, which will be retained in the local land office. Where less than a legal subdivision is to be acquired, which can not be described in the ordinary way (by quarters and halves), the method outlined under (b) and (e), par. 15, page 254, of the Manual should be followed.

8. In the public-land States improvements by entrymen are generally regarded as personal property, subject to taxation, and before paying for land to be acquired by relinquishment the certificate of the officer having charge of the tax records in the county should be obtained showing the condition of the property in respect to levy and payment of taxes for the years since the entry.

9. This form (7-281) may be used as far as it is applicable in making a report of negotiations not concluded, all necessary additional information being given under heading No. 9, when for any reason it is advisable that the matter be further considered by the project manager before final agreement. In this case it should be noted conspicuously on the first page and in the brief on back that it is a report of pending negotiations.

10. An agreement of sale may be made with any person owning the land in his own right, or with a trustee under a power in a deed, or with a person holding a power of attorney from the owner authorizing him to do so, or with an executor under a power in a will. A certified copy of the evidence of authority must accompany the papers.

11. The husband and wife must join in the agreement except where the local laws or the conditions under which the property is held do not require it. It is better, however, to obtain in every case the signatures of both husband and wife. The agreement must state whether the vendor is married or single, widow, or widower.

12. An administrator or an executor without a power to sell in the will has no authority to make a contract for the sale or conveyance of land or of a right of way thereon. In case of the death of the owner without a will the real estate descends to the heirs; if he dies leaving a will, the real estate goes to the devisees, subject in both cases to the payment of debts of the decedent. The heirs or devisees must all join in the agreement.

13. Neither the guardian of a minor nor the guardian of an insane person has a right to contract to sell or convey the real estate of his ward without special authority from the proper court.

14. Before negotiations for the purchase of any tract are begun, it is important to learn whether the land has been offered for sale, and at what time and price; also what price the present owner paid for the land.

15. Special conditions and limitations may be added, when necessary, to the printed forms of contracts in reference to possession of premises, growing of crops, etc., pending final conveyance, but these conditions should be avoided as far as possible, and the time limit of the contract should be fixed with reference to these matters. Ample time should be given in the contract for the preparation of an abstract of title and for consideration of the same by the district counsel in charge of titles and the officials at Washington, D. C. In this connection see also Manual, par. 14, page 254.

7-281

REPORT ON LAND AGREEMENT.

For ----- purposes.

----- project.

Sec. -----, T -----, R -----, M -----.

Belonging to -----

County of -----

State of -----

Submitted by -----

Date ----- 191 -----

6-4803

51-2-12
51-2-51

STATE OF TEXAS,)
)
COUNTY OF EL PASO.)

Before me, the undersigned authority, this day personally appeared Jose Maria Provencio, to me well known and who, after being by me first duly sworn, did depose and say:

That he is over twenty-one years of age; that his postoffice address is Ysleta, Texas; that he is the party who entered into an agreement with the United States dated April 13, 1920, to sell 1.77 acres of land; that his father, now deceased, who departed this life during or prior to the year 1899, is the same party who was grantee in a deed dated June 26, 1886, running from the corporation of the Town of Socorro, recorded in Book 260, page 202, Records of El Paso County, Texas, and containing 23.9 acres more or less; that Miguel Provencio, the party grantor, in a warranty deed dated November 19, 1909, and conveying $9\frac{1}{4}$ acres running to him, the affiant, recorded in Book 154, page 370, of the Records of El Paso County, Texas, is also a son of the said Manuel Provencio, and a brother of him, the affiant, said $9\frac{1}{4}$ acres being a portion of the land conveyed by the said corporation deed to Manuel Provencio, and the consideration named in the deed running to him, affiant, \$462.50, being the consideration actually paid for this land; that the land conveyed to the father of him, the affiant, in the said corporation deed, was the subject of an informal partition made between the brothers and sisters of affiant, no conveyances ever having been made for said partition, the said $9\frac{1}{4}$ acres having by said partition been set off to the said Miguel Provencio, and that the father of the said Miguel Provencio and of the affiant died intestate, and that the mother of the said last named parties was deceased at the time of said partition, she having died intestate in the year 1904; that at the date of the said warranty deed running from Miguel Provencio to Jose Maria Provencio, November 19, 1909, all of the brothers and sisters of the affiant were over twenty-one years of age, of sound mind and otherwise legally capable of asserting their rights against an adverse possession of lands; and that prior to and including date of said contract to sell to the United States, he, affiant, has, as to the portion of the land agreed to be conveyed to the United States, which is contained in the said $9\frac{1}{4}$ acres, held possession of the same from and including the date of said warranty deed running to himself, November 19, 1909, and that as to the remainder of the said right of way agreed to be conveyed to the United States which is contained in Survey No. 61 of the Socorro Grant and which later described portion of said right of way was conveyed to him, affiant, by warranty deed dated February 24, 1922, recorded in Book 211, page 231, of the Records of El Paso County, Texas, he has held possession since the date of the said last described warranty deed, February 24, 1912, up to and including the date of the said contract to sell to the United States, said possession as to both portions of the said right of way being actual, peaceable, adverse, continuous, exclusive and hostile, under deeds duly registered, cultivating, using, and enjoying the said entire tracts of land of which the Government right of way is a part, and paying all taxes thereon each and every year during said periods of possession, and having the said entire tracts of land during all of said periods of time under fence and thereby segregated from all adjoining lands.

Witnesses:

Bernabe Flores
C F Harvey

JOSE MARIA PROVENCIO his X mark.

El Paso, Texas,
August 24, 1920.

Mr. Jose Maria Provencio,
Yaleta, Texas.

Dear Sir:

Transmitted herewith is an affidavit, which you will kindly sign and swear to before a Notary Public. This reviews briefly the facts in connection with your title and possession of the land, a portion of which the United States wishes to acquire for lateral right of way. The affidavit is also prepared for the corroboration of a disinterested party who is personally familiar with this land and the circumstances under which you acquired it. We suggest that Senor Candelaria would probably be a good corroborating party.

If you can call at our office, Mr. Hoadley will be glad to take your oath to this instrument without charge to you. In any event do not delay the return of this affidavit.

Very truly yours,

P W DENT

District Counsel.

Encl.

El Paso, Texas,
July 26, 1920.

Mr. Jose M. Provencio,
Ysleta, Texas.

Dear Sir:

We are endeavoring to make settlement with you and with Mr. J. M. Coker, the landowner to the south for the lateral right of way which runs along the boundary of your lands. We are endeavoring to secure a title guaranty for the Coker portion of this right of way and as there seems to be some uncertainty as to your boundary line, we wish to obtain a quitclaim deed from you releasing any interest in the Coker claim. This will in no way effect the payment of \$309.75 which is to be made to you for your portion of the right of way.

When the Government made the former right of way purchase for the Mesa Drain, title to the tract of 7.7 acres was examined and approved, and as to the right of way included in this title there is no further question. However, the new right of way runs to the west ~~of~~ the tract of land containing 9.25 acres and the only record of your title to this land is contained in a warrant deed dated November 19, 1909, running from Miguel Provencio to yourself. It will be necessary for us to inquire into matters behind the Miguel Provencio conveyance before we can approve this title. If you have any deeds or other documentary evidence concerning this matter, we would like to examine the same.

In view of the above matters it is suggested that if you can come to El Paso it would be advisable for you to call at our office. We will then endeavor to put the title in such condition that settlement can be made.

Very truly yours,

P W DENT

District Counsel.

El Paso, Texas, July 1, 1920.

Pioneer Abstract and Guarantee Title Company,

El Paso, Texas.

Gentlemen:

Transmitted herewith, to be brought down to date, including deed dated June 30, 1920, running from Jose Maria Provencio to the United States, to-day filed for record, is abstract of title No. 15999. No new tax statement is required.

Very truly yours,

P W DENT

District Counsel.

incl.

El Paso, Texas, July 1, 1920.

County Clerk for El Paso County,

El Paso, Texas.

Dear Sir:

Transmitted herewith for official record is warranty deed dated June 30, 1920, running from Jose Maria Provencio et ux. to the United States.

Very truly yours,

P W DENT

District Counsel.

incl.

El Paso, Texas,
June 3, 1920.

Mr. Jose M. Provencio,
Ysleta, Texas.

Dear Sir:

Transmitted herewith is a warranty deed and voucher, the former to be executed and acknowledged by yourself and Mrs. Provencio, and the voucher to be merely signed by the same parties. Upon the return of these papers we will have abstract of title extended down to date and proceed to payment. If you call at our office, the Notary Public here will take acknowledgment of the deed without charge to you.

The warranty deed will require a 50¢ U. S. documentary stamp, which it is customary for the Grantor to supply and which please do not overlook.

As in the case of the right of way formerly taken for the Mess Drain, it will be necessary to have all taxes paid up to date before the Government can pay over to you the money for this land. We believe that your taxes were paid up to the year 1919, but if 1919 taxes are still unpaid, please attend to this matter at an early date.

Very truly yours,

P W DENT

District Counsel.

Juch,

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

WASHINGTON, D. C.

From Acting Chief Counsel.

May 29, 1920.

To District Counsel, El Paso, Texas.

Subject: Land acquisition - Abstract of title borrowed from the Auditor covering land to be acquired from Jose Maria Provencio and wife under contract dated April 13, 1920 - Rio Grande project.

1. Herewith is abstract requested by your letter of May 6, 1920 just this hour received from the Auditor.

enc.: Abstract 15999

Ottoman Karam

May 6-1920

Chief Engineer, Denver, Colo.

Contract with Jose Maria Provencio et ux.,
April 13, 1920, land purchase, - Rio Grande
project.

1. The above described contract was made that
the United States could acquire right of way for Lateral
Y-251. Title to the land was formerly examined in connection
with a purchase under contract with the same parties, dated
May 20, 1918, paid under voucher fiscal year 1920, 91955
(Project No. 18016), Fiscal Agent Heddon's check 224437.
Kindly forward to this office the abstract of title which
was used in the former purchase in order that same may be
brought down to date and used for examination of title for
the Y-251 Lateral right of way to be purchased under
subsequent contract.

- - -

P W DEBT

El Paso, Texas,
May 6, 1920.

County Clerk for El Paso County,
El Paso, Texas.

Dear Sir:

Transmitted herewith for official
record is contract between Jose Maria Provencio
et us., and the United States, dated April 13, 1920.

Yours very truly,

P W DENT

District Counsel.

Encl.

POSSESSORY CERTIFICATE.

Rio Grande Project,
El Paso, Texas, April 13, 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 Jose Maria Provencio in the Southeast quarter of the Northeast quarter ($SE\frac{1}{4}NE\frac{1}{4}$) Section twenty-one, Southwest quarter of the Northwest quarter ($SW\frac{1}{4}NW\frac{1}{4}$) and the East half of the Northwest quarter ($E\frac{1}{2}NW\frac{1}{4}$) of Section twenty-two (22), Township thirty-two (32) South, Range seven (7) East, U. S. Reclamation Service survey, 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 13, 1920, with Jose Maria Provencio and Angelita Garcia Provencio, is required for purposes authorized by the Act of June 17, 1902 (32 Stat., 388), namely, as right of way for the Y-251 Lateral, a part of the Rio Grande project; that the consideration to be paid thereunder \$309.75, 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 13, 1920.