

1906

Porciones 69, 70, 71, 72

Francisco Tagle Sr

John Closner

James B. Wells

J. P. Withers

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Affidavit of Francisco Tagle, Sr., as to possession of Porciones No. 71 and 72.-----

The State of Texas ;
County of Hidalgo ; Before me, the undersigned authority, on this day personally appeared Francisco Tagle, Sr., to me known to be a credible person, who being by me first duly sworn upon oath deposes and says:-

That my name is Francisco Tagle; that I am _____ years of age, and have resided in Hidalgo County, Texas _____ years; that I was personally acquainted, during their life time, with the following named persons, viz; E.D.Smith, Nathaniel Jackson and L.H.Box; that ^{the} said E.D.Smith was a merchant doing business in Reynosa, Mexico, prior to the Civil War; that I was a clerk in the employ of ^{the} said E.D.Smith prior to the civil war; that ^{the} said E.D.Smith purchased many years prior to the civil war, Porcion No. 71, situated in Hidalgo County, Texas and sold the same many years ago to Nathaniel Jackson.

That the said Nathaniel Jackson immediately removed onto the said Porcion of land and continued to reside thereon up to the time of his death and that since then the said Porcion of land has been continuously used and occupied by the family of ^{the} said Nathaniel Jackson.

That ^{the} said L.H.Box purchased the whole of Porcion No. 72, many years ago (more than 30 years ago) and that he and his family since his death and their vendees have lived on, used and occupied the same continuously since the date of his said purchase of said tract of land; that the said Porcion No. 72 is now occupied by the widow and children of said L.H.Box and by John Cloesner, who purchased the western part thereof from them, the said widow and children of L.H.Box.

That I never heard the title to ^{either} ~~the~~ Porcion No. 71 or Porcion No. 72 questioned, on the contrary the same has always been considered good.

signed

Franco Tagle Sr.

Subscribed and sworn to before me, by Francisco Tagle, on this 12th. day of March A.D. 1906.

J.R.Alamia

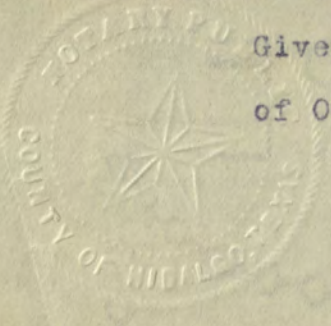
Seal.

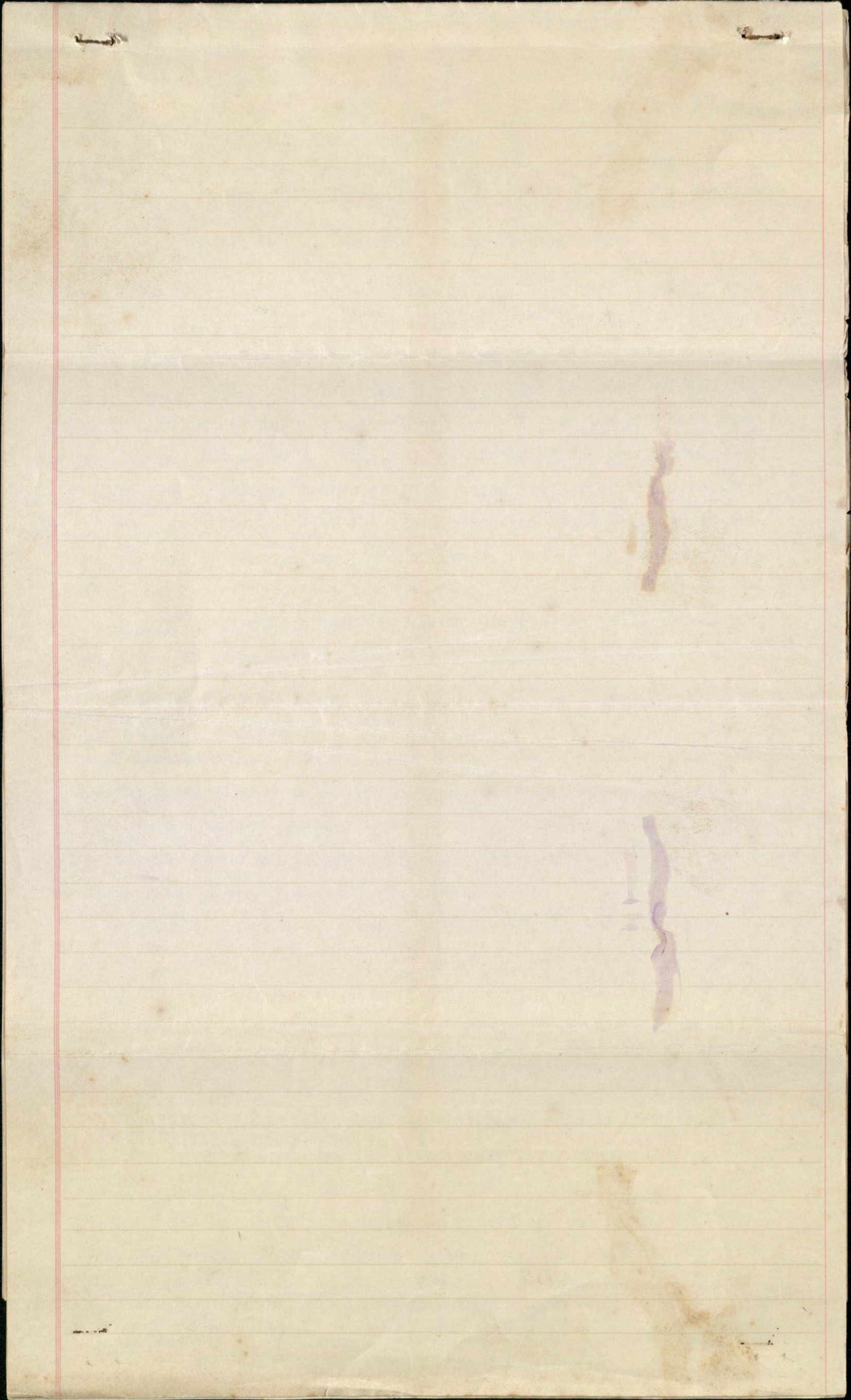
Notary Public in and for Hidalgo County, Tex

The State of Texas,)
County of Hidalgo.) I, J. R. Alamia, a Notary Public, in and for *
the County of Hidalgo and State of Texas, do hereby certify that the
above and foregoing is a true and correct copy of the original af-
fidavit from Francisco Tagle, Sr., as to the possession of Porciones
Nos. 71 and 72, dated the 12th. day of March, A. D. 1906.

Given under my hand and seal of office this the 10th. day
of October, A. D. 1906.

J. R. Alamia
Notary Public,
Hidalgo County, Texas.





Hidalgo, Hidalgo County, Texas, May 2nd. 1902.

\$2000.00, Dollars, in lawful money of these United States.

RECEIVED on this the Second day of May, A.D. 1902, in this, the Town of Hidalgo, Hidalgo County, Texas, of J. P. Withers, of Kansas City, Missouri, the sum of Two Thousand Dollars (\$2000.00), in lawful money of these United States, for an Option to purchase from us, or from either of us, the undersigned John Closner, of the said County of Hidalgo, and James B. Wells, of the County of Cameron, Texas, until before, or on and at, Twelve o'clock, noon, (12 M.) of the First day of July, A.D. 1902, all of the lands lying and being situated in the said County of Hidalgo and State of Texas, roughly and generally described as follows, to-wit: - - - - - c - - - - -

FIRST: - All of the land now owned and held, by valid title, by us, the said Closner and Wells, (whether standing upon the records of deeds of Hidalgo County, in the name of the said Closner, or said Wells, or in their names jointly,) in, out and forming a part of, ~~xxxx~~ those certain grants or tracts of land in said County of Hidalgo, Texas, originally granted by the Spanish Government in America to Juan Jose Hinojosa and Antonio Velasco, and commonly, generally and especially known as, called and being, respectively, "Porcion Number Sixty-nine, (69)," and "Porcion Number Seventy (70)"; - - - - -

SECOND: - All the land in, forming a part of, and out of, said "Porcion Number Sixty-nine (69)," and said "Porcion Number Seventy (70)", which we, the said Closner and Wells, or either of us, may purchase, by valid title, before the expiration of this Option at the said time and hour of Twelve o'clock (noon) on said First day of July, A.D. 1902; - - - - -

THIRD: - Special reference being now here made to the records of the said County of Hidalgo for greater certainty of quantity and description, of all of the lands hereinbefore mentioned and roughly described; - It is now here expressly understood and agreed that, by the term "valid Title," as used in this Option is meant either title

valid by documentary chain of title from the sovereignty of the soil, to us, said Closner and Wells, or either of us, or title valid in us, or either of us, by the aid and force of the Statutes of limitation of this State of Texas; - - - - -

FOURTH:- This Option to be availed of and the said purchase of all of said lands made, by said Withers, upon the following expressed terms, to-wit:- - - - -

The said Withers is to pay to us, for all of said land, the sum and purchase price of Two (2) Dollars (\$2.00) per acre, for each acre thereof, in lawful money of these United States, before the said expiration of this Option, one equal half of which aggregate sum of purchase money is to be so paid in cash to us, or to either of us, in this the Town of Hidalgo, and for the other and remaining aggregate half of said purchase money, said Withers is to also, at the same time, then and there, execute and deliver to us, or to either of us, his certain Vendor's Lien purchase money notes, (or notes, as we may elect,) expressly reciting and retaining a Vendor's Lien upon all of the said land to secure its, or their, payment, which note or notes shall be payable to us, at and in this, the Town of Hidalgo, on or before one year from its or their date, and draw interest from date until paid at the rate of Eight (8) per centum per annum and also Ten per centum Attorney's fees if placed in the hands of an attorney for collection after maturity, or be collected in or through the Probate Courts; - - - - -

FIFTH:- We, said Closner and Wells, upon the faithful compliance, and payments, all first done and made by said Withers, according to all of the terms, and within the time, hereinbefore provided and fixed, shall, thereupon, and at the same time and place, make to the said Withers, a deed in the usual form with full covenants of warranty, retaining such Vendor's Lien, on and for, all of said land, duly signed and acknowledged by us; - - - - -

SIXTH:- We, said Closner and Wells, shall, on or before, the Sixteenth (16th.) day of June, A.D. 1902, at our own sole cost and expense, make and mail to said Withers, at the City of San Antonio,

Texas, an Abstract of the title to all of said land, together with such a written statement of the relevant facts in connection therewith as will enable any attorney, learned in the law, to therefrom determine whether said Closner and Wells, or either of them, have valid title by limitation to said land or parts thereof; - - - - -

SEVENTH:- We, said Closner and Wells, shall also, at our own sole cost, have all of said land surveyed and, on or before the expiration of this Option, mail to said Withers, at said City of San Antonio, Texas, a map or maps and field notes thereof; - - - - -

EIGHTH:- That it is expressly understood and agreed that time is of the essence of this contract; - - - - -

NINTH:- That should said Withers avail himself of this Option and purchase said land, then and in that event, (and in that event only,) the said Two Thousand Dollars (\$2000.00) so paid to and received by us for this Option to purchase said land, shall be taken and considered, pro tanto, as and being to the extent of the amount thereof, part of the said First payment, or half of said purchase money for said land; - - - - -

TENTH:- That the said Wells and Closner, or either of them, shall without cost, charge or payment of rent remain in the sole exclusive and undisturbed possession, use and control of any and all of said fields and houses, now actually occupied or being planted by their ~~tenants~~ or any of their tenants, until any and all crops planted by them, or any such tenant, on or before the First day of September, A.D. 1902, shall be fully gathered and harvested, and all such crops shall be and remain the sole property of said Closner and Wells and their said Tenants; - - - - -

ELEVENTH:- Should any difference of opinion arise between the parties hereto as to ^{the} fact of the said Closner and Wells, or either of them, having valid title to any part of said land, then and in that event all such questions shall be, and are hereby, agreed to be, submitted to T. D. Cobb, Attorney at Law, of San Antonio, Texas, and his opinion and decision in the premises shall be final and binding

upon all of the parties hereto; and the attorney's fees or costs of obtaining the opinion and decision of said attorney shall be borne and paid in equal parts by the parties hereto; and in the event ~~xxxx~~ the said Attorney should decide that the said Closner and Wells, or either of them, have not such valid title as said term is hereinbefore defined, to any part of said land, then and in that event, the said Withers shall not be required to take any such part of said land, the title to which is so decided not to be valid; - - - - -

TWELFTH: - Should the said Withers avail himself of this Option and purchase said land, as hereinbefore provided, then and in that event, said Closner and Wells agree to convey said land or parts thereof, to any such person or persons as said Withers may request, and in that event so any such vendees shall, in lieu of said Withers, then and there, (as hereinbefore provided as to Withers,) make, execute and deliver to said Closner and Wells, his or their, (as the case may be,) such Vendor's Lien promissory notes for such said deferred payments of one half of such purchase money; - - - - -

THIRTEENTH: - Said Closner and Wells shall furnish certificates of the Collector of Taxes of said County of Hidalgo, showing that none of such lands owe any State or County taxes since the year 1884, and shall also pay, on or before the Thirty-first (31st.) day of January, A.D. 1903, the current taxes for this the year A.D. 1902. - - - - -

FOURTEENTH: - In the event that we, said Wells and Closner, or either of us, from any cause be unable to furnish the Abstract of title hereinbefore provided, also affidavits showing heirship and possession, on or before the said date of June Sixteenth (16th.) A.D. 1902, then and in that event, this Option shall be deemed as and be, in all things extended until Twelve O'clock (noon) on the First (1st.) day of August A.D. 1902, but no longer; - - - - -

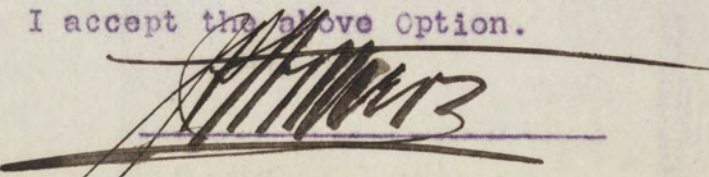
FIFTEENTH: - The land covered by this Option is roughly estimated to be, anywhere from ^{Thousands} Nine to Sixteen Thousand (9,000 to 16,000) acres.

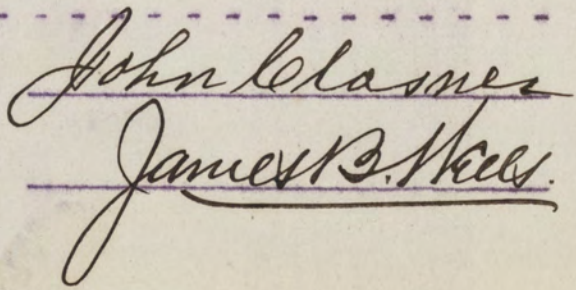
SIXTEENTH:- If according to the opinion and decision of said Cobb attorney, said Wells and Closner, or either of them, should not have valid title to as much of said land, of all of the lands hereinbefore mentioned, as Eight Thousand (8000) acres, then and in that event, and in that event only, said Withers shall have, and has the Option to so purchase or to decline to purchase said quantity of acres less than Eight Thousand (8000), and should he so decline to make such purchase, said sum of Two Thousand Dollars (\$2000.00) this day paid to us, is, by us, the said Closner and Wells, to be returned and repaid to said Withers, by depositing the said amount to his credit, with exchange on San Antonio, at ~~xxx~~ and in the First National Bank of Brownsville, in the City of Brownsville, Cameron County, Texas, on or before Thirty (30) days from the date of receipt of written notice from said Withers that he so declines to make such purchase of such less quantity of Eight Thousand (8000) acres; - - -

To the full and faithful performance of all of which we do now hereby bind ourselves, our heirs, executors and administrators firmly by these presents. - - - - -

WITNESS our, and each of our, hands this Second (2nd.- day of May, A.D. 1902.- Done in Duplicate. - - - - -

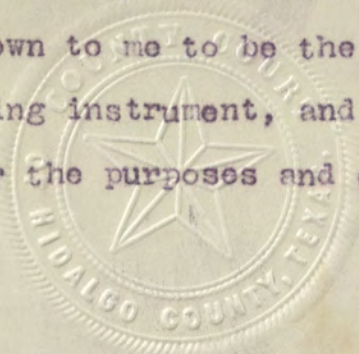
I accept the above Option.



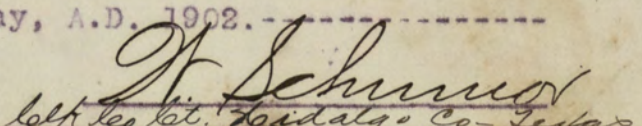


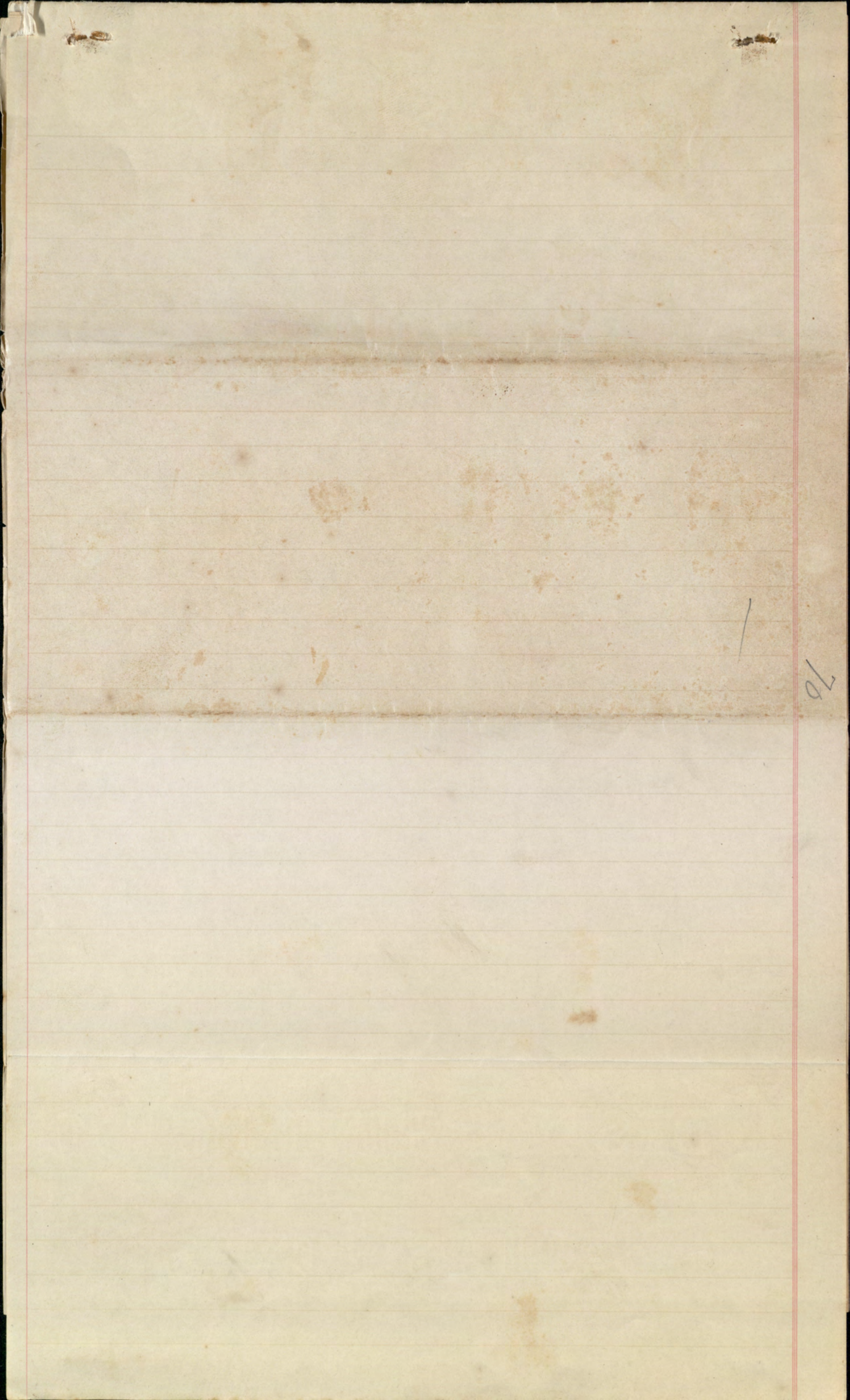
THE STATE OF TEXAS,)
COUNTY OF HIDALGO.)

Before me, W. Schunior, Clerk of the County Court in and for the County of Hidalgo, State of Texas, on this day personally appeared John Closner, James B. Wells and J. P. Withers, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.-----



GIVEN under my hand and seal of office this the Second day of May, A.D. 1902.-----


W. Schunior
Clerk of the County of Hidalgo, Texas



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