In the villa of San Fernando in the jurisdiction of the Philippines, on the fifteenth day of the month of September of the year of our Lord one thousand seven hundred forty-seven, before me, the present notary, appeared in person Bachelor Don Francisco Polanco, priest, vicar, and ecclesiastical judge of this said villa and the presidio of San Antonio de Véjar, whom I certify I know to be the person mentioned herein. He said that he had assumed the duties of his office in this villa and presidio on the third of December of the past year of our Lord, seven hundred forty-six; and that His Majesty (may God guard him), had assigned the salary of four hundred fifty pesos per year for the office of parish priest of the said villa and presidio. The said Bachelor also said that, since he needed to have an attorney in Mexico City for the annual collection of the said salary as well as for other collections and business which he may or shall have, he, therefore, gave and did hereby give such power as was necessary and required by law to Lieutenant Don Joseph Gonzales Calderón, a resident and merchant of Mexico City, especially in order that he may and shall appear before the Most Excellent Viceroy of this New Spain, the royal officials of the royal treasury in Mexico City to demand, collect, and receive the said
four hundred fifty pesos for the salary for this present year; and, generally for all the collections, business, claims, and suits which he may or shall have with any person or persons of any condition or rank whatever. He shall enter actions against each and every one of them and defend them before the King or Lord (may God Guard him), the Most Excellent Viceroy of this New Spain in his royal audiencias, before all the judges, tribunals, and courts, higher or lower, ecclesiastical or secular, before which he may or should appear according to law. He shall demand, receive, and collect from any and all persons, whatever amounts in currency, gold, silver, ... belonging to him or in which he may have an interest, legally, by reason of contracts, collection of money, accounts, or for any other reason. Even though the litigants, the debtors, the amounts, or the causes may not be specified in this power, because he is giving it to him generally for all the cases that may occur and for all the things which may belong to him. For the amounts which he may receive and collect, the said agent shall give and grant, in his name, receipts, quittances, cancellation, and lastos, plus affidavits of receipt, proof of receipt and payment, unless payment is made, in the presence of a notary who can certify thereto. He shall ask for and examine the accounts of persons obligated to render the same to him. He shall file charges against them and hear their pleas of defense, justly and competently, or settle, at will, by compromise or agreement.
any contentions, suits, or differences. And whenever, for the above-said purposes of this said power, it may be necessary to institute legal proceedings, he may appear and he shall appear before each or all of the afore-mentioned tribunals, and justices to make and present claims, petitions, requisitions, contradictions, refutals, protests, accusations, allegations pro or con, and answer the charges of the opposition. He shall make imprisonments and releases therefrom, seizures and sales, selling at auction such effects as he may take possession of and seize. He shall prosecute and defend claims, present writs, petitions, instruments, affidavits, witnesses, and proof. He shall obtain from the archives and the authorities in charge authentic copies of the documents and the records which he is or may be entitled to use. He shall give proof and bond and refute the allegations of the opposition. He shall endorse favorable allegations made by witnesses in person or presented in writing. He shall make and cause to be made by the opposition oaths of truth, of calumny, decisory, and of 'yn liten. He shall ask for ordinary and ultramarine terms, for restitution or waiver. He shall recuse judges, lawyers, clerks, notaries, and other officials whenever advisable. He shall close legal proceedings, hear decrees and sentences, interlocutory and definitive, acquiescing when favorable and when unfavorable appealing and applying for a new trial and carrying it on through all its instances, pleas, and sentences until definitive sentence
shall have been rendered. He shall obtain royal decrees granting writs of execution, summons, and compulsion, letters of equity, ... documents in the favor and interest of the grantor. For to that end and for all accessory and relevant actions, he hereby grants him this aforesaid general power with the authority to institute legal proceedings, swear to oaths, and appoint substitutes, removing substitutes whenever necessary and appointing others. He revokes, annuls, and declares to be null and void any and all instruments, powers, and memorandums which he may have granted and made prior to this, in writing or by word of mouth, in order that none shall be valid in legal proceedings or out of court save this which he now gives and grants as aforesaid. The grantor said that for the execution of the contents of this said power and of whatever may be done or may occur by virtue thereof, he bound his present and future assets. He empowered the justices and judges of His Majesty of any locality whatever, and particularly the Very Illustrious Bishop of Guadalajara, to whose fuero and jurisdiction he submits in order that they may compel him to comply with everything stated in this power, as if it were the definitive sentence of a competent judge passed in a case that had been tried in court and agreed to by the grantor. He renounces the chapter on Suam de penit eduardus de absolucionibus, with whose provisions he said he was familiar, the general laws, and the others in his favor and defense. Thus did the said Bachelor Don Fran. Manuel
Polanco grant and sign this in this my office; the witnesses to his making this grant were Don Martín Flores, Don Ignacio Lorenzo, and Pedro Peres, residents of this said villa, where this was done and granted. The witnesses signed this with the said grantor before me, Fran. Joseph de Arocha, notary, public and secretary of the cavildo of this above-said villa, I certify.

B. Fran. Manuel Polanco

Martín Flores

Pedro Peres

Before me:

Fran. Joseph de Arocha

Notary Public and secretary of the Cavildo.

D.S. in Cuaderno, September 15, 1747, pp. 1-2v
In the villa of San Fernando, contiguos to the royal presidio of San Antonio de Béjar, in the jurisdiction of the province of Thejas and New Philippines, on the eighteenth day of the month of September of the year one thousand seven hundred forty-seven, before me, the undersigned notary, all the officers and the soldiers of the company of the said royal presidio of San Antonio de Béjar, whom I certify I know to be the ones mentioned herein, appeared in person and said that all of them together, jointly and severally, since they had granted a power to Don Bernabé de Carabajal, the Alférez, and Don Joseph de Carabajal, the corporal of the said royal presidio, before me, the notary, to prosecute the suit which they instituted against Don Ju. de Ángulo, a resident and merchant of Mexico City, about the supplies for the said royal presidio; that, in view thereof, they carried the said suit to its present state; that, since the clause relative to substitutes had been omitted from the said power and it was necessary for the said agents to return to their posts, they entreated the Most Excellent Viceroy of this New Spain for the permission for that purpose and also for appointing as substitutes for the said power a person satisfactory to them; that, in view of this, the said Most Excellent Gentleman, after obtaining, the opinion of the Judge Advocate for War, granted them the afore-mentioned
permission and they obligated themselves to send within three months sufficient power from this company with the express confirmation of whatever action had been taken by virtue of the substitution by the person appointed as substitute for the above-mentioned power. In order to execute this in the best manner according to law, they said that all the officers and the soldiers of the said royal presidio, together and jointly, gave such power as was necessary in order to be valid to Don Co Fran. Sanches de Sierra Tagle, a titled . . . of Mexico City, in order that, in the name of the grantors, he shall prosecute and carry to the point of conclusion the suit they have pending with the said Don Ju. de Angulo concerning the above-said supplies. He shall liquidate and settle all the accounts for the royal presidio of San Antonio de Béjar presented to him, attending to all the business, transactions, and proceedings that the grantors would attend to if they were present.

They said, that they also ratified, confirmed, and approved all that the said Don Fran. Sanches de Sierra Tagle had executed by virtue of the agreement for a substitute made by the said Don Bernabé Carabajal and Don Joseph de Carabajal. In like manner, they consider right, and as if they themselves had done it in person, whatever else the aforesaid Don Fran. may execute in the future by reason of the said agreement. For this purpose they give and grant to him this above-said power; they also give and grant it to him generally for all their business, civil
and criminal suits and causes pending at present or which may be instituted in the future, with any person or persons of any state, rank, or condition whatever. He shall file suit against each or all of them and defend them before the King our Lord, the Most Excellent Viceroy of this New Spain in his royal Audiencias, and before all the judges, courts, and tribunals, higher or lower, ecclesiastical or secular, before which he may and should appear according to law, in order to receive, demand, and collect, judicially or extrajudicially from any person and all persons who may or shall owe them any amounts in currency, gold, silver, or other products or property belonging to them or to which they may be entitled by reason of contracts, promissory notes, accounts, powers, conocimientos, memorandums, invoices, or commissions, or in any other form whatever; even though the litigants, the debtors, the amounts, or the causes may not be specified in this power, because they are giving it to him generally for all the cases that may occur and for all the things which may belong to them. For whatever he shall do by virtue thereof, their said agent shall grant receipts, quitances, lastos; sign, liquidate, and settle accounts; give affidavits of receipt, renounce the law of pecunia, unless payment was made before a notary who could certify thereto; give proof of payment and receipt. //He shall ask for and examine the accounts of persons obligated to render the same to them. He shall file charges against them and hear their pleas
of defense, justly and competently, or settle at will by compromise or agreement any contentions, suits, or differences. And whenever, for the above-said purposes of this said power, it may be necessary to institute legal proceedings, he may appear and he shall appear before each or all of the afore-mentioned tribunals and justices to make and present claims, petitions, requisitions, contradictions, refutations, protests, accusations, allegations pro or con, and answer the charges of the opposition. He shall make imprisonments and releases therefrom, attachments of property and releases therefrom, seizures and sales, selling at auction such effects as he may take possession of and seize. He shall prosecute and defend claims, present writs, affidavits, witnesses, and proof. He shall obtain from the archives and the authorities in charge authentic copies of the documents and the records which they may be entitled to use, give proof and bonds, and refute the allegations of the opposition. He shall endorse favorable allegations made by witnesses in person or presented in writing. He shall make and cause to be made by the opposition oaths of truth, of calumny, decisory, and of in litem. He shall ask for ordinary and ultramarine terms, for restitution or waiver against the party. He shall recuse judges, lawyers, clerks, notaries, and other officials. He shall file suits, swear to oaths, and present proof, or whenever convenient, he shall withdraw action. He shall close legal proceedings, hear decrees and sentences, interlocutory and definitive, acquiescing
when favorable and when unfavorable appealing and applying for a new trial and carrying it on through all its instances, pleas, and sentences until definitive sentence shall have been rendered. He shall obtain royal decrees granting writs of execution, compulsion, and summons, letters of equity, and any other documents in the favor and interest of the grantors. For, to that end and for all accessory and relevant actions, they hereby give and grant to him this aforesaid general power with the authority to institute legal proceedings, swear to oaths, and appoint substitutes, to remove substitutes whenever necessary and appoint others.

For the execution of the contents of this said power and of whatever may be done or granted by virtue thereof they bind their persons and their present and future assets. They empower the justices and judges of His Majesty of any locality whatever, and particularly the Most Excellent Viceroy of this New Spain, to whose fuero and jurisdiction they submit, to compel them to comply with the foregoing as if it were a sentence passed in a case that had been tried in court. They renounce their own home and community, the law of if cumbenerit de jurisdictione omnium judicum, the general laws, and the others in their favor and defense.

Thus did the said grantors execute this. Those who knew how to write signed it and one of the witnesses signed for those who did not know how. The witnesses were Don Alberto Lopes, Fran. de Estrada, and Don Ygnacio Lorenzo de Armas, residents of this said villa, where this was done and granted before me, the notary
public and [secretary] of the cavildo. I certify.

Juan Galbán Bernabé Carabaxal Juanquín Flores

Manuel Carabajal Fran. Ernández Joseph Antonio de Estrada

Juan Cortinas Baltazar Peres

Juachín de Vrrutia José de Sosa Pedro del Toro

At the request of the soldiers who did not know how to write their names, I signed [this]:

Fran. de Estrada

Before me:

Fran. Joseph de Arocha

Notary Public and [Secretary] of the cavildo

[D.S. in Guaderno, September 15, 1747, pp. 3-4v]
In the royal presidio of San Antonio de Power from Bejar and the villa of San Fernando, in the jurisdiction of the province of Tejas and New Philippines on the twenty-second day of the month of September of the year one thousand seven hundred forty-seven, before me, the present notary of the said villa, appeared in person Don Toribio de Vrutia, captain with tenure for life of the said royal presidio, a legitimate son and heir of the late Don Joseph de Vrutia, former captain of this above-said presidio, whom I certify I know to be the one mentioned herein, and said that the said late Captain Don Joseph de Vrutia, his father, and after his death, the grantor, had carried accounts with Don Ju. de Angulo, a resident and warehouse keeper of Mexico City, for the supplies of provisions for this presidio which the said Angulo had remitted and for the annual salaries he had collected by virtue of the customary powers. He also said that, by reason of the liquidation of the said accounts, he has instituted against the said Angulo a suit, which was still pending in the captaincy general of the Most Excellent Viceroy, Governor, and Captain General of this New Spain; that, by reason of his great equity, it had pleased His Excellency to order, by superior decree of the thirtieth of June of this year, that everything that was done with reference thereto should conform with the opinion of the Judge Advocate for War of the twenty-eighth of
the said [month]; and that he was acquainted with the import
of the same because he had seen the certified copy given on the
fifth of August of this year by Don Ju. Martines de Soria, chief
clerk for Government and War of New Spain, to which he refers.
Furthermore, since, for the prosecution of the said suit, with
respect to his own accounts as well as to the accounts of his late
father, whom he is representing as one of his legitimate children
and heirs, he needs to grant a power, he hereby does so by grant-
ing and giving such power as is necessary and required by law
in order that it may and should be valid, to Don Joseph Gonzales
Calderón, a resident and warehouse keeper of Mexico City, in
order that he may prosecute through to its definitive conclusion
the aforesaid suit [which is] now pending in the captaincy general
of the Most Excellent Viceroy of this New Spain. For he is grant-
ing to him the said power generally in order that in all his busi-
ness, causes, and suits, civil and criminal, now pending or which
may be instituted in the future with regard to his office or in
any other //action whatever with any persons of whatever state,
rank, or condition they may be, he may enter and defend actions
against each or all of them before the King our Lord (may God
guard him), the Most Excellent Viceroy of this New Spain in his
royal Audiencias, and before all the judges, tribunals, and
courts, higher or lower, ecclesiastical or secular, before which
he may and should appear according to law. He shall receive,
obtain, demand, and collect, judicially or extrajudicially, from
any and all persons who may or shall owe him any amount or amounts of currency, gold, silver, grains or other produce, effects, and property belonging to him for any reason whatever or to which he may be entitled by reason of contracts, promissory notes, accounts, powers, conocimientos, memorandums, invoices, commissions, or for any other reason whatever, even though the litigants, the debtors, the amounts, or the causes may not be specified in this power; because he is giving it to him generally for all the cases that may occur and for all the things that may belong to him. For the amounts which his said agent may receive and collect, he shall grant in the name of the said grantor receipts, quittances, letters of lasto, affidavits of receipt or renunciation of the law of pecunia, proof of receipt and payment, unless payment is made in the presence of a notary who can certify thereto. He shall endorse accounts, settle and liquidate them. He shall ask for and examine the accounts, of all persons obligated to render the same to him. He shall file charges against them and hear their pleas of defense, or settle at will, by compromise or agreement any contentions, suits, or differences. And whenever, for the above-said purposes of this said power, it may be necessary to institute legal proceedings, he may appear and he shall appear before each or all of the afore-mentioned tribunals and justices to make and present claims, petitions, requisitions, contradictions, refutals, protests, accusations, allegations, pro or con, and answer the charges of
the opposition. He shall make, imprisonments and releases there-from, seizures and sales, selling at auction such effects as he may take possession of and seize. He shall prosecute and defend claims; present writs, petitions, affidavits, witnesses, and proof. He shall obtain from the archives and the authorities in charge authentic copies of the documents and the records he may be entitled to use. He shall give proof and bond and refute the allegations of the opposition. He shall endorse favorable allegations made by witnesses in person or presented in writing. He shall make and cause to be made by the opposition oaths of truth, of calumny, desirous, and of in litem. He shall ask for ordinary and ultramarine terms, for restitution or waiver. He shall recuse judges, lawyers, clerks, notaries, and other officials. He shall file suits, swear to oaths, present proof, or whenever convenient, he shall withdraw action. He shall close legal proceedings, hear decrees and sentences, interlocutory and definitive, acquiescing when favorable and when unfavorable appealing and applying for a new trial, which he shall prosecute until definitive sentence shall have been rendered. He shall obtain royal decrees granting writs of execution, compulsion, and summons, letters of equity, and any other documents that may be in the favor and interest of the grantor. For, to that end and for all accessory and relevant actions, he grants and gives him this general power with complete and sufficient authority to institute legal proceedings, swear to oaths, and appoint substitutes, remove substitutes and appoint others. He revokes, annuls, and declares to be null and void any
and all instruments, powers, and memorandums which he may have made and granted prior to this, in writing or by word of mouth, in order that none shall be valid in legal proceedings or out of court save this which he now gives and grants as aforesaid. For the execution of the contents of this said power and of whatever may be done or granted by virtue thereof, the grantor said that he bound his person and present and future assets. He empowers the justices and judges of His Majesty of any locality whatever, and particularly the Most Excellent Viceroy of this New Spain, to compel him to comply with this power as if it were a sentence passed in a case that had been tried in court. He submits to their fuero and jurisdiction, renounces his own home and community, the law of Si cumbenerit de jurisdizione omnium judicium, the general laws, and those in his favor and defense. Thus did the said Captain Don Thoribio de Vrrutia grant and sign this. The witnesses to his doing so were Don Ju. Joseph de Montes de Oca, Don Martín Flores, Pedro Peres, residents of the said villa, who signed with the said grantor before me, the present notary public and secretary of the cavildo. I certify.

Thoribio de Vrrutia

[Rubric]

Martin Flores Pedro Peres

[Rubric] [Rubric]

//Before me:

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Fran. Joseph de Arocha

[Rubric]
Notary Public and "Secretary" of the Cavildo

[D.S. in Cuaderno, September 15, 1747, pp. 5-6v]
In the villa of San Fernando, jurisdiction of Tejas and Nueva Filipinas, on the twenty-fifth day of the month of September of this present year of one thousand seven hundred forty-seven, before me, the notary, and the witnesses mentioned below, appeared in person Doña Rosa Flores y Báldez, the widow of the late Captain Don Joseph de Vrutia, na. Don Pedro de Ocon Ytrillo, the husband of Doña Ju. de Vrutia, a legitimate daughter of the said late captain, Don Juachín de Vrutia, also a legitimate son of the said deceased, and Don Luís Antonio Menchaca, a legitimate son of Doña Antonia de Vrutia, now deceased, a legitimate daughter of the said Captain Don Joseph de Vrutia, representing himself and his minor brothers and sisters as executor of his said late mother and of Don Fran. Mencha, sic, his late father, and guardian ad litem of his said minor brothers and sisters, whom I certify I know to be the ones mentioned herein, and said that the said late Captain Don Joseph de Vrutia, the husband, father, and grandfather of the aforesaid, carried accounts with Don Ju. de Ángulo, a resident and warehouse keeper of Mexico City for the supplies of provisions for the said presidio which the said Ángulo had remitted and for the annual salaries he had collected by virtue of the customary powers. They also said, that by reason of the liquidation of the said accounts, a suit was pending in the captaincy
general of the Most Excellent Viceroy of this New Spain; that, by reason of his great equity, it had pleased His Excellency to order, by superior decree of the thirtieth of June of this year, that everything that was done with reference thereto should conform with the opinion of the Judge Advocate for War of the twenty-eighth of the said month; and that they are acquainted with the import of the same because they had seen the certified copy given on the fifteenth of August of this year by Don Ju. Martines de Soria, chief clerk for Government and War of this New Spain, to which they refer. Furthermore, since, for the prosecution of the said suit, with respect to the accounts of the said deceased, whom they, as his legitimate children and heirs, represent, they need to give a power, they hereby do so in fact, and all of them together, jointly and severally, do hereby grant such power as is necessary and required by law in order that it may and shall be valid, to Lieutenant Don Joseph Gonzales Calderón, a resident and warehouse keeper of Mexico City, in order that he may prosecute and conclude the aforesaid suit now pending in the captaincy general of the Most Excellent Viceroy of this New Spain. For they are granting to him the said power generally in order that in all their business, suits, and causes, civil and criminal, now pending or which may be instituted in the future with any persons of whatever state, rank, or condition they may be, he may enter and defend actions against each or all of them before the King.
our Lord, the Most Excellent Viceroy of this New Spain in his royal Audiencias, and before all the judges, tribunals, and courts, higher or lower, ecclesiastical or secular, before which he may or should appear according to law. He shall receive, obtain, demand, and collect, judicially or extrajudicially, from any and all persons who may or shall owe them any amount or amounts in currency, gold, silver, grains or other produce, and any property belonging to them or to which they may be entitled by reason of contracts, promissory notes, accounts, powers, memorandums, invoices, commissions, conocimientos, or for any other reason whatever; even though the litigants, the debtors, the amounts, or the causes may not be specified in this power; because they are giving it to him generally for all the cases that may occur and for all the things that may belong to them. For the amounts which their said agent may receive and collect, he shall give and grant in the name of the said grantors receipts, quittances, affidavits of receipt or renunciation of the law of pecunia, unless payment is made, in the presence of a notary who can certify thereto, proof of receipt and payment as stated in each and all of them. He shall endorse accounts, settle and liquidate them. He shall ask for and examine the accounts of all persons obligated to render the same to them. He shall file charges against them and hear their pleas of defense, justly and competently, or settle at will, by compromise or agreement, any contentions, suits, or differences. And
whenever, for the above-said purposes of this said power, it may be necessary to institute legal proceedings, he may appear and he shall appear before each or all of the afore-mentioned tribunals and justices to make and present claims, petitions, requisitions, contradictions, refutals, protests, accusations, allegations, pro or con, and answer the charges of the opposition. He shall make imprisonments and releases therefrom, seizures and sales, selling at auction such effects as he may take possession of and seize. He shall prosecute and defend claims; present writs, petitions, affidavits, witnesses, and proof. He shall obtain from the archives and the authorities in charge authentic copies of the documents and the records they may be entitled to use. He shall give proof and bond and refute the allegations of the opposition. He shall endorse favorable allegations made by witnesses in person or presented in writing. He shall make and cause to be made by the opposition oaths of truth, of calumny, desisory, and of in litem. He shall ask for ordinary and ultramarine terms, for restitution, or waiver. He shall recuse judges, lawyers, clerks, notaries, and other officials. He shall file suits, swear to oaths, present proof, or whenever convenient, he shall withdraw action. He shall close legal proceedings, hear decrees and sentences, interlocutory and definitive, acquiescing when favorable and when unfavorable appealing and applying for a new trial, which he shall prosecute until definitive sentence
shall have been rendered. He shall obtain royal decrees granting writs of execution, compulsion, and summons, letters of equity, and the other documents that may be in the favor and interest of the grantors. For, to that end and for all accessory and relevant actions, they grant and give him this general power with complete and sufficient authority to institute legal proceedings, swear to oaths, and appoint substitutes, remove substitutes and appoint others. They revoke, annul, and declare to be null and void any and all instruments, powers, and memorandums which they may have made and granted prior to this, in writing or by word of mouth, in order that none shall be valid in legal proceedings or out of court save this which they now give and grant as aforesaid. For the execution of the contents of this said power and of whatever may be done or granted by virtue thereof, the afore-mentioned grantors said that they bound their persons and present and future assets. They empower the justices and judges of His Majesty of any locality whatever, and particularly those of this province of Tejas to compel them to comply with this power, as if it were a sentence passed in a case that had been tried in court. They submit to their fuero and jurisdiction, renounce their own home and community, the law of Si cumbenerit de jurisdictione omnium judicum, the general laws, and those in their favor and defense. Thus did the said grantors execute and sign this in this my office. The witnesses were Don Martín Flores, Don Ju. Paulino, and Don Alberto Lopes, residents
of the said villa, who signed with the said grantors before me, the present notary. I certify.

At the request of Doña Rosa Flores y Baldés, I signed this:

Luis Antonio Minchaca

Pedro de Ocon Yttrillo

Juachín de Vrrutia

Luis Ant. Minchaca

Witness:

Alberto López

Martín Flores

Juan Paulino Marqués

Before me:

Fran. Joseph de Arocha

Notary Public and Secretary of the Cavildo

[D.S. in Cuaderno, September 15, 1747, pp. 7-8v]
Sale of a lot by Marcos Cabrera to José Pérez

Be it known to all whom this contract of real sale and perpetual alienation may concern, that I, Marcos Cavrera, a soldier of the royal presidio of San Antonio de Véjar, one of the Canary Islanders who came to settle the villa of San Fernando, grant and concede by these presents that I do hereby sell and convey by real sale in perpetuity, now and forevermore, to my cousin, Joseph Peres, a soldier also of the said presidio, for him, his heirs, successors, and the assign or assigns of the said Joseph Peres, one lot on the Plaza of this villa thirty varas square. It is bounded on the north by the parochial church, on the south by the town lot of my uncle, Don Antonio de los Santos, on the west by the street between the said lot and the presidio of San Antonio de Véjar, and on the east by the Plaza. The said lot is the same that was given to three of us, orphan brothers, who came to settle here. I am granting this contract of sale with the expressed permission and consent of my two brothers, which they declared before the present notary and the witnesses. There is no construction on the said lot. I am selling it--free from senso, entail, right of primogeniture, debenture, mortgage, or any other liability in favor of any person whatever--for the price of two good, gentle, rein horses, which my said cousin, Joseph Peres has delivered to me and which I have received, plus the
cost of this contract. I hereby acknowledge and grant that I have received the same in fact and in truth and to my satisfaction; but because there is no evidence of the payment and delivery of the same, although it is a fact, I renounce the laws of nom numerata pecunia, proof, payment, and exemptions in order that the contents of each and all of them shall not be valid for me. I avow that the said lot is not worth more than the price received as stated above. But if now or at any time it should prove to be worth more, I hereby make absolute and irrevocable gift, and donation to him of the excess, called by law Ynter vibos. To that end I renounce the laws of the Ordenamiento Real, promulgated in Alcalá de Enares, which pertain to purchases or sales for more or less than half the just price, and the four years declared therein to demand one's rights in case of deception; but I avow that there is none. From the moment that this contract shall have been drawn up, declared, and granted, I shall relinquish all my rights to the said lot and shall renounce, give, and convey the same with all the rights and privileges pertaining thereto at present, by virtue of usage, custom, laws, and servitudes or which may pertain thereto in the future, to the said Joseph Peres and his successors. I give him authority in order that he may and shall take possession of the afore-said lot. I oblige myself to make the said sale effective and secure against any person or persons who may attempt to discredit it or to bring suit against the said property.
When I shall have been enjoined by the said Joseph Peres, his heirs or successors, I shall prosecute the said suit at my expense until he shall have quiet and peaceful possession of all the said property. If the suit should be lost, I shall be under penalty to give another lot similar to, as good as, and as well-located as that of the said sale plus the improvements which he may have made on the above-mentioned lot. For the execution of the foregoing, I bind my person and my present and future assets; I renounce my own fuero, home, community, and the law of Si cumvenerit de Jurisdicione Omnim Yudicium, in order that I may be compelled to the full force of the law to comply with the contents of this aforesaid contract as if it were the definitive sentence of a competent judge given and pronounced against me. Furthermore, I renounce any and all laws, fueros, and rights in my favor and defense, and the general laws relative to the general renunciation of laws. In witness whereof, I am granting this contract of real sale in the presence of the present notary and the witnesses, namely, Don Patrisio Rrodrigues, Don Miguel Nuñes Morillo, and Don Martín Flores, residents of this said villa of San Fernando, where this was done on the eighth day of the month of June of this year of one thousand seven hundred forty-seven. Because I did not know how to write my name, my brother, Don Ygnacio Lorenzo, signed this. I, the notary, certify that this was thus executed in my office. I also certify that I know the vendor and the witnesses and that
their names are as recorded herein. At the request of the vendor, his brother and the witnesses signed this with me. I certify.

At the request of my brother, Marcos Cavrrera, I signed this:

Ynasio Lorenzo

[Rubric]

Before me:

Fran. Joseph de Arocha

[Rubric]

Notary Public and [Secretary] of the Cavildo

[D.S. in Cuaderno, September 15, 1747, pp.9-9v]
Be it known to all whom this contract of real
sale and perpetual alienation may concern that I,
a lot by Joseph de Montemayor, a vesino agregado of this
Jose de villa of San Fernando, grant and concede by these
Montemayor presents that I do hereby sell and convey by real
to Doña Jose-
sefa Flores Joseph sic Flores y Valdés, for the said Doña
Josepha Flores, her heirs and successors, and //
the assign or assigns of the said Doña Joseph sic Flores, of land, bounded on the south by the lot of Fran. Flores, on
the north by the street between the said lot and that of the
aforesaid Doña Joseph sic Flores, on the east by the street
between the said lot, and the royal presidio of San Antonio
de Véjar, and on the west by San Pedro Creek. The said lot
measures fifty-seven regular varas from east to west and forty-
eight regular varas from north to south. There is no house or
tree or anything else on it except a very old straw jacal cabaña.
I am selling it--free from senso, entail, right of primogeni-
ture, debenture, or mortgage--for the price and sum of fifty
pesos in currency, which the said Joseph sic Flores has given
me and which I have received plus three pesos for the cost of
this contract. I hereby acknowledge that I have received the
same in fact and in truth and to my satisfaction; but because
there is no evidence of the payment and delivery of the same,
although it is a fact, I renounce the laws of Nom numerata.
pecunia, proof, payment, and exemptions in order that the contents of each and all of them may not be valid for me. I avow that the said lot and cabeña are not worth more than the said fifty-three pesos. But if now or at any time they should prove to be worth more, I hereby make absolute and irrevocable gift and donation to him of the excess, called by law Ynter bibos. To that end I renounce the laws of the ordenamiento Real, promulgated in Alcalá de Henares, which pertain to purchases or sales for more or less than half the just price, and the four years declared therein to demand one's rights in case of deception; but I avow that there is none. From the moment that this contract shall have been drawn up, declared, and granted, I shall relinquish all my rights to the said lot and shall renounce, cede, and convey the same to Doña Josepha Flores y Valdes or her heirs. I am selling the said lot with all the rights and privileges pertaining thereto at present by virtue of usage, custom, rights, and servitudes or which may pertain thereto in the future. I give authority to the aforesaid Doña Josepha Flores in order that she may and shall take possession of the above-mentioned lot. I obligate myself to make the said sale effective and secure against any person or persons who may attempt to descredit it or to bring suit against the said property. When I shall have been enjoined by Doña Josepha Flores, her heirs, and successors, I shall prosecute the said suit at my expense until she shall have quiet and
peaceful possession of all the said property. If the suit should be lost, I shall be under penalty to give her another lot similar to, as good as, and as well-located as that of the said sale, plus the improvements which she may have made on the above-mentioned lot. For the execution of the foregoing, I bind my person and my present and future assets; I renounce my own fuero, home, community, and the law of Si cumvenerit de jurisdiccione obmium yudicium, in order that I may be compelled to the full force of the law to comply with the contents of this contract as if it were the definitive sentence of a competent judge given and pronounced against me. Furthermore, I renounce any laws, fueros, and rights in my favor and defense, and the general laws relative to the general renunciation of laws. In witness whereof, I am granting this contract of real sale before the present notary and the witnesses, namely, Carlos Féliz de la Tore, Pedro Peres Vezerra, and Joseph Quiñones, residents of this villa of San Fernando, where this was done on the second day of the month of April of this present year of one thousand seven hundred forty-eight. Because the vendor did not know how to write his name, at his request, one of the witnesses, namely, Carlos Féliz de la Tore, signed this. I, the undersigned notary, certify that this was so executed in my office and that I know the said vendor and the witnesses.

At the request of the vendor, I signed this:

Carlos Elixio Felis de la Torre

[Rubric]
Witness:
Pedro Pérez

Before me:
co
Fran. Joseph de Arocha

Notary Public and Secretary of the Cavildo

D.S. in Cuaderno, September 15, 1747, pp. 9v-10v
Be it known to all whom this contract of real sale and perpetual alienation may concern that I, Don Manuel de Niz, a resident and regidor of the villa of San Fernando and one of its first settlers, with the expresses permission of my wife, Doña Sevastiana de la Peña, and with her consent, which I requested of my said wife first and foremost in order to execute, grant, and swear to this contract and the contents thereof with her; and I, the said Sebastiana de la Peña, accept and give my consent; and both of us together, jointly and severally, do hereby renounce the laws of duobus res de vendi, the present Authenticos, hoc ysta, de fideyusoribus, and all the other laws, fueros, and rights in favor of those who bind themselves jointly, in conformity with the contents of each and all of them in order that they may not be valid for us; and I, Don Antonio Rodrigues Mederos, perpetual senior regidor of the said villa and its present ordinary alcalde, with the express permission of my wife, Doña Josefa de Niz, and in conformity with the provisions of the law, grant and acknowledge that the four of us mentioned above do by these presents sell and convey by real sale in perpetuity, now and forevermore, to Don Thoribio de Vrrutia, captain of the royal presidio of San Antonio de Véjar, for him his heirs and successors, or the assign or assigns of the said Captain Don Thoribio de Vrrutia, two lots, each with a frontage of sixty varas and a
depth of one hundred varas, contiguos, without any division whatever between them, and enclosed by a wooden fence, with a stone house nineteen varas square and a room of the same material six varas square, with all the improvements on the aforesaid lots and house; the trees and everything else without any exceptions. The said lots are bounded on the east by the San Antonio River, which circles the north side of the said lots making a bend in the form of a culésrin which makes them triangular or similar to a potrero in shape; on the west the said lots are bounded by the lot // of Jerónimo Flores, with a street intervening between the lot of Fran. Delgado, and on the south they are bounded by the lot of Miguel de Castro. We are selling the said two lots and houses, free from senso, entail, right of primogeniture, debenture, mortgage, or any other liability, for the price and sum of eight hundred forty-two pesos and three reales: five hundred forty-two pesos and three reales in clothing and other goods and three hundred in cash or draft, which the said Captain Don Toribio de Vrutia has given and paid us to our entire satisfaction. We acknowledge and grant that the said amount has been delivered and that we have received it in fact and in truth and to our satisfaction; but because there is no evidence of the payment and delivery of the same, although it is a fact, we renounce the laws of Nom numerata Pecunia, proof, payment, and exemptions, in conformity with the contents of each and all of them, in order
that they may not be valid for us. The four of us, jointly and severally, avow that the said two lots and houses and all the appurtenances thereto are not worth more than the said eight hundred forty-two pesos and three reales which the said Captain Don Thoribio de Vrrutia has given and delivered to us and which we have received. But if now or at any time they should prove to be worth more, we make absolute and irrevocable gift, cession, and donation to him of the excess, called by law Ynter vibos. To that end we renounce the laws of the Ordenamiento Real, promulgated in Alcalá de Henares, which pertain to purchases or sales for more or less than half the just price, and the four years declared therein to demand one’s rights in case of deception. But we avow that there is none—deceit, enormous, most enormous lesion. From the moment that this contract shall have been drawn up, declared, and granted, we shall relinquish all our rights of possession and seignioralty to the aforesaid houses and lots and shall renounce, cede, and convey the same with all the rights and privileges pertaining thereto at present by virtue of usage, custom, laws, and servitudes or which may pertain thereto in the future, to the said Captain Don Thoribio de Vrrutia, his heirs and successors. We give him full power and authority in order that he may and shall take possession of the two aforesaid lots and houses. We obligate ourselves to make the said sale effective and secure against any person or persons who may attempt to discredit it or to bring suit against the said property. When we shall have been enjoined
by the said Captain Don Thoribio de Vrutia, his heir, and successors, we shall prosecute the said suit at our cost and risk from its commencement until definitive judgment shall leave him in quiet and peaceful possession of all [the said property]. If the suit should be lost, we shall be under penalty to give him other houses and two lots as good as and as well-located as those of the said sale, plus the costs, expenses, damages, losses, and interests resulting from and accrued by the said suit and the improvements which he may have made on the said two lots and houses. For the execution and payment of the foregoing, we bind our persons and present and future assets; we empower and authorize the justices and judges of His Majesty of any locality whatever, and particularly those of this province of Tejas, to compel us to observe and comply with the foregoing. We submit to their jurisdiction; renounce our own fuero, home, and community, the law of Si cunvenerit de yurisdiccione omnium yudicum in order that we may be compelled to the full force of the law to comply with the afore- said stipulations and payment //as if this contract and its contents were the definitive sentence of a competent judge given and pronounced against us and agreed to by us in a case that had been tried in court and was not subject to any form of appeal. Furthermore, we renounce any laws, fueros, and rights in our favor, and the general laws relative to the general renunciation of laws; and we, the said Doña Sebastiana
de la Peña and Doña Josepha de Niz, renounce the laws of Veleyano, the new and the old Constitución, the Toro and Partida laws, and other laws of emperors in favor and defense of women, about which we have been informed by the present notary, who read and explained them to us. We understand them and renounce them and all the others which may or shall be in our favor and defense. We swear in the name of our Lord God and by the sign of the Most Holy Cross, according to law, that we shall not make any claims in opposition to this contract by reason of our marriage, dowry, or paraphernal and hereditary rights. We shall not say or allege that we were influenced, much less intimidated, by our said husbands in order to make this contract; for we avow that we do make and grant it gladly and of our own free will. In witness whereof, the four of us, jointly and severally, do hereby grant this contract of real sale before the present notary and the witnesses mentioned herein; namely, Don Martín Lorenzo de Armas, Don Joseph Curvelo, Don Juan Joseph de Montes de Oca, and Don Ignacio Lorenzo, residents of the said villa of San Fernando, where this was done on the twenty-eighth day of the month of May of this year of one thousand seven hundred forty-eight. I, the said notary, certify that this contract was thus executed in my office on the aforesaid day, month, and year. I also certify that I know the vendors and the witnesses mentioned in this contract and that their
names are as they appear above. In witness whereof, I signed this with Don Antonio Rodrigues, who is one of the four vendors. One of the witnesses signed for himself and for the other three said vendors because they did not know how. This was written on common paper because there was no stamped paper. I certify to all the foregoing.

At the request of Don Manuel de Niz and as a witness, I signed this:

Joseph Curbelo

[Rubric]

Antonio Rodrigues Mederos

[Rubric]

Before me:

[Co]

Fran. Joseph de Arocha

[Rubric]

Notary Public and [Secretary] of the Cavildo

[D.S. in Cuaderno, September 15, 1747, pp. 10v-13]
Sale of a house by pcon-Ytrillo to Matías de la Zerda.

Be it known to all whom this contract of real sale and perpetual alienation may concern that I, Don Pedro de Oconitrillo, a resident of this villa of San Fernando, in this province of Thejas, grant by this contract that, on my behalf and in the name of my heirs and successors and of the assigns which I or they may have, having sufficient authority from my said heirs, namely two daughters and one son, who are living in the villa of Saltillo because of their own free will they moved with me to that place in order to improve the lot of my said children; with the full consent of my aforesaid heirs and children, as has been stated, I hereby sell and convey by real sale in perpetuity, now and forevermore, to Matías de la Serda, a resident of the said villa, and his assigns a house of stone and clay twelve varas long and five wide, on a lot enclosed by a wooden fence and with the dimensions recorded in the deed or title; namely, sixty varas square. I delivered the said title and grant to the said Matías in the presence of the present notary. The said lot, on which are planted fifty-seven fruit trees, with all the other improvements therein is bounded on the east by the San Antonio River, on the west by the street which extends to the propios lands, on the south by the alley which runs between [it and] the house of Sergeant Raso, and on the north by the alley.
which runs between it and, the lot of Miguel de Castro. All
the foregoing, as described in this contract, I am selling, free
from senso, entail, right of primogeniture, mortgage, obligation,
or any other liability in favor of any person whatever and with
all the rights and privileges by virtue of usages, customs, rights,
and servitudes pertaining thereto at present or which may per-
tain thereto in the future—for the price and sum of three hundred
pesos in the form of two drafts against Don Prudencio de Orovio
y Vasterra payable to me. I, the present notary, certify that
the said Don Pedro received them in the presence of the witnesses
and was satisfied therewith. And I, the said Don Pedro de Oco-
nitrillo, acknowledge that the said Matías de la Serda has
delivered to me and I have received to my satisfaction the said
three hundred pesos in the form of the above-mentioned two drafts.
If now or at any time, the said lot and house should prove should
prove to be worth more, I hereby make absolute and irrevocable
gift to him of the excess, called by law Ynter vibos. To that
end I renounce the laws of the Ordenamiento Real, promulgated
in Alcalá de Henares, relative to purchases or sales for more or
//less than half the just price, and the four years declared
therein to demand one's rights in case of deception. But I avow
that there is none—deceit, enormous, most enormous lesion.
From the moment that this contract shall have been drawn up,
declared, and granted, I shall relinquish all my rights of
possession and seignioralty to the said property and shall
renounce, cede, and convey the same to the said Matías de la Zerda, his heirs and successors and their assigns. I give him power and authority in order that he may and shall take possession of the aforesaid house and lot. I obligate myself to make the said sale effective and secure against any person or persons who may attempt to discredit it or to bring suit against the said property. When I shall have been enjoined by the said Matías de la Serda, his heirs and successors, I shall prosecute the said suit at my cost and risk from its commencement until definitive sentence shall leave them in quiet and peaceful possession of all the said property. If the suit should be lost, I shall be under penalty to give him another house and lot, as good as and as well-located as those of the said sale, plus the costs, expenses, damages, interests, and losses accrued by the said suit, and the improvements which he may have made on the said lot and house. For the execution and payment of the foregoing, I bind my person and present and future assets. I empower and authorize the justices and judges of His Majesty of any locality whatever, and particularly those of this province of Texas, to compel me to observe and comply with the foregoing. I submit to their fuero and jurisdiction and renounce my own fuero, home, and community, the law of Si cumcenerit de yurisdiccione omnium judicum in order that I may be compelled to the full force of the law to comply with the aforesaid stipulations and payment as if this contract and its contents were the definitive sentence.
of a competent judge given and pronounced against me and agreed to by me in a case that had been tried in court and was not subject to any form of appeal. Furthermore, I renounce all the laws, fueros, and rights in my favor and defense, and especially the general law relative to the general renunciation of laws.

In witness thereof, I am granting the present contract of real sale before the present notary and the witnesses mentioned herein; namely, Don Ygnacio Lorenzo, Don Josephse Curvelo, and Don Patrisio Rodrigues, residents of this said villa of San Fernando, where this was done on the seventeenth day of the month of June of this year of one thousand seven hundred forty-eight. I, the present notary, certify that this contract was thus executed in my office, that I know the vendor and the witnesses, and that their names are as they appear herein. In witness thereof, the vendor signed this before me, the said notary, and the witnesses. I certify to all the foregoing.

Deleted: should prove; are--Void.

Corrected: for more--Valid.

Pedro de Ocon Yttrillo

[Rubric]

Witness: Ynasio Lorenzo

[Rubric]

Witness: Joseph Curbelo

[Rubric]
At the request of one of the witnesses who did not know how to write his name, namely Don Patrisio Rodrigues, I signed this:

Ynasio Lorenso

{No rubric,}

Before me:

co

Fran. Josepse de Arocha

{Rubric,}

Notary Public and {Secretary,} of the Cavildo

{D.S. in Cuaderno, September 15, 1747, pp. 13-14v,
In the villa of San Fernando, the capital of the province of Thejas and New Philippines, made by Father Polanco before me, Fran. Joseph de Arocha, notary public and Secretary, of the Cavildo of the said villa, appeared in person Bachelor Don Fran. M. Polanco and Juan Vanul, residents of the said villa, whom I certify that I know to be the ones mentioned herein, and said that both of them together, jointly and severally—since they had agreed to barter and exchange their houses, in order that the said exchange may be effected with the greatest security for each of the two parties—did hereby appear to execute according to law the present contract of barter and exchange in the following manner and form. The said curate and vicar, Bachelor Don Fran. M. Polanco, said that he has in the villa of Saltillo a house which he obtained by gift, cession, and donation from his father Don Juan Antonio Polanco. The said house consists of a sala, a room, and a kitchen, two saguanes, and two rooms in process of construction. It is bounded on the east by the arroyo, on the north by the house of Fran. Ramos, on the west by the Calle Real, which goes down from the said villa of Saltillo to the estancias, and on the south by another house of the said Bachelor. The said house is free from senso, rent, mortgage, or any other liability.
in favor of any person whatever. The said Juan Vanul said that he has in this *villa* of San Fernando a house of stone and clay, which is located on a rincón or *potrero* formed by the San Antonio River called *el Desmonte* and surrounded on all sides by irrigable lands of the said *Desmonte*. The said house consists of a *sala* with a room made of wood built on to it, a *jacal* and a kitchen of wood, a noria, a lot sixty varas long and fifty wide. It is free from censo, mortgage, or any other liability in favor of any person whatever. The said Vanul said that he gives to the said Bachelor this above-mentioned house with all the rights and privileges by virtue of usages, customs, rights, and servitudes pertaining thereto at present or which may pertain thereto in the future, plus all the *ganado mayor* he has, his branding iron, and all the right in action to the said iron and stock which may prove to be his now or at any time, with the sole exception of seven breeder cows which the aforesaid Vanul has bartered for horses for his journey. All the foregoing he gives to the said Bachelor in exchange for the house mentioned in this contract, which the said Bachelor has in the *villa* of Saltillo. He said, also that if now or at any time the said house and stock should prove to be worth more than that which the said Bachelor is giving him, he hereby makes absolute and irrevocable gift, cession, and donation to him of the excess, called by law *Ynter vibos*. The said Don Fran. Manuel Polanco said that he acknowledged that he had received
to his satisfaction the said house, iron, and stock which the said Vanul had given and conveyed to him in exchange for his aforesaid house, which is located in the villa of Saltillo and mentioned in this contract; that if at any time his said house should prove to be worth more, he hereby makes absolute and irrevocable gift, cession, and donation to the said Vanul "of the excess", called by law Ynter vibos. And both of them together, jointly and severally, renounce the laws of nom numerata pecunia, proof, payment, and exemptions, in conformity with the contents of each and all of them in order that they may not be valid for them. They likewise renounce the laws of the ordenamiento Real, promulgated in Alcalá de Henares, and the four years declared therein to demand one's rights in case of deception. They avowed that there was none—deceit, enormous, most enormous lesion. From the moment that this contract shall have been drawn up, granted, and declared, each of them shall relinquish all his rights of possession and seignioralty to his said house, lot, and the rest and shall cede and convey the same, each to the other, respectively, in order that each of the two may have as his own the property given to him by this contract and that he may enjoy it or dispose of it at will. They gave each other power to take possession of the said property, and in proof thereof, each gave to the other a certified copy of this contract, authorized by me, the present notary, in order that each may use it when
necessary. The said Juan Vanul binds himself to make the barter and exchange by this contract of the said house, stock, and the rest, effective and secure to the said Bachelor against any person or persons who may attempt to discredit it or to bring suit against the said property. When he shall have been enjoined by the said Bachelor or his legitimate heirs, he shall prosecute the said suit until he shall be left in quiet and peaceful possession of all the said property. If the suit should be lost, he shall give him another house similar to and as well-located as that of the said exchange, plus the improvements which he may have made on the said house and lot and the increase in the said stock. To that end the said Juan Vanulo binds his person and present and future assets. He empowers the justices and judges of His Majesty to make him observe and comply with the foregoing as if this contract and the contents of the same were a definitive sentence given and pronounced against the said Vanul and agreed to by him. He renounces his own fuero, home, and community, the law of Si cumveneit de jurisdiccione omnium judicum, all the other laws, fueros, and rights, and the general law relative to the general renunciation of laws. The said Bachelor Don Fran. Man. Polanco said that he obligated himself to make the barter and exchange by this contract of the said house effective and secure to the said Vanul. And if at any time anyone should question it or bring suit, the said Bachelor obligated himself to give to
the said Vanul, for the house and stock, three hundred pesos in currency in the villa of Saltillo in order that the said Vanul might buy with them another house in which to live because that is the estimate made by the aforesaid Vanul of the price of the house, branding, iron, and stock exchanged. To that end the said Bachelor binds his present and future assets; he empowers the justices and judges and the priests of his bishopric, and particularly the Most Illustrious and Most Reverend Bishop of his bishopric to compel him to observe and comply with the foregoing. He renounces the chapter on Suam de poenis obduardus de absolucionivus, with whose provisions he is acquainted, the other laws, fueros, and rights in favor and defense of priests, and the general laws. In witness thereof, both of them together, jointly and severally, grant this contract of barter and exchange under the conditions stipulated, before me, the present notary, and the witnesses, namely, Don Christóval Santos Coy, Don Pedro de Oconitrillo, and Carlos de la Torre, residents of this said villa of San Fernando, where this was executed and granted. The grantors and witnesses signed this with me. I certify.

Corrected: seven--Valid.
B. D. Fran. Manuel Polanco Juan Banul

Witness:
1 Xp. de los Santos Coi

Witness:
Carlos Eligio Felis de la Torre
Fran. Joseph de Arocha

_\text{Rubric}_

Notary Public and _Secretary_ of the Cavildo

_M.N._: This contract was not granted because after it had been drawn up the grantors decided to make a different agreement. They signed this with me. I certify.

Void.

Fran. Arocha

_\text{Rubric}_

Polanco                Jun. Banul

_\text{Rubric}_                _\text{Rubric}_

_\text{D.S. in Cuaderno, September 15, 1747, pp. 14v-16v}_
In the **villla** of San Fernando, the capital of the province of Texas and New Philippines, on the sixteenth day of the month of August of this present year of one thousand seven hundred forty-eight, before me, Fran. Josph de Aroch, notary public and secretary of the **Cavildo** of the said **villa**, and the witnesses mentioned below, appeared in person Bachelor Don Fran. Man. Polanco, priest, vicar, and ecclesiastical judge of the aforesaid villa, and Juan Vanul, also a resident of the said villa, both of whom I certify I know are the ones mentioned herein. They said that, having agreed to barter and exchange their houses, in order that the said exchange may be effected with the greatest security for each of the two parties, both of them together, jointly do hereby appear to execute according to law the present contract of barter and exchange in the following manner and form. The said Bachelor Don Fran. Polanco said that he has in the **villla** of Saltillo a house consisting of a **sala**, a room, a kitchen, two **saguanes**, and two rooms in process of construction, bounded on the east by the **arroyo**, on the north by the house of Fran. Ramos, on the west by the **Calle Real** which goes down from the estancias to the said **villa**, and on the south by another house of the aforesaid Bachelor. The said house is free from **censo**, mortgage, or any other liability in favor of any other person whatever. The said Juan Vanul said that he has in this villa of San Fernando a house of stone and clay, located on a rincón or **potrero** formed
by the San Antonio River and called el desmonte, bounded on every side by the irrigable lands of the said desmonte. The said house consists of a sala with a lean-to of a room and a kitchen of lumber, a jacal of zacate, and a noria, a lot with a depth of sixty varas and a frontage of fifty varas. He said that the said house and lot are free from canso, mortgage, right of primogeniture, or any other liability in favor of any person whatever. The said Vanul said that he gave to the said Bachelor this aforesaid house with all the rights and privileges pertaining thereto at present by virtue of usages, customs rights, and servitudes or which may pertain thereto in the future, the ganado mayor which he said Vanul has at present without stipulating the number of the said stock because he does not know what it is since they are at large in the woods, and his branding iron; that he gives all the aforesaid to the said Bachelor in exchange for the above-mentioned house which the said Bachelor has in the villa of Saltillo mentioned in this contract. If now or at any time the said house, stock, and branding iron should prove to be worth more than the house of the said Bachelor, he hereby makes absolute and irrevocable gift, cession, and donation to him of the excess, called by law Ynter vibos. The said priest, Don Fran. Polanco, said that he acknowledged that he had received to his satisfaction the above-said house, branding iron, and stock which the aforesaid Jun sic, Vanul had delivered to him and which the said
Bachelor had received in exchange for his said house mentioned in this contract which he has in the villa of Sátillo.

He also said that if at any time this his said house, which he is giving in exchange to the said Vanul, should prove to be worth more, he hereby makes absolute and irrevocable gift, cession, and donation to him of the excess, called by law Ynter vibos. Both of them together, jointly and severally, renounce the laws of nom numerata pecunia, proof, payment, and exemptions of the law as stated in each of them in order that they may not be valid for them. They likewise renounce the laws of the Orde/longitude Real, promulgated in Alcalá de Henares, and the four years declared therein to demand one's rights in case of deception; but they avowed that there was none—deceit, enormous, most enormous lesion. They said that from the moment that this contract shall have been drawn up, declared, and granted, each of them shall relinquish all his rights of possession and seignioralty to the said house, lot, and the rest belonging to him, and shall cede and convey the same the one to the other, respectively, in order that each of the two shall have possession of the property given to him by this contract and that he shall enjoy it as his own and may dispose of it at will. They gave each other power to take possession of the said property; in proof thereof, each gave to the other a certified copy of this contract, authorized in due form in order that each may use it when necessary.
Each of the two vendors said that he bound himself to make the barter and exchange by this contract of the said houses and the rest effective and secure to the other against any person or persons who may attempt to discredit it or bring suit against the said property. When each of the vendors shall have been enjoined by the other, or his heirs, he shall prosecute the said suit until he shall be left in quiet and peaceful possession of all the said property. If the suit should be lost, each bound himself to give to the other another house, lot, and the rest similar to and as well-located as those of this barter and exchange, plus the improvements which he may have made on them and the expenses that may have been incurred by virtue thereof. In order to comply therewith, each of the two above-mentioned vendors bound his present and future assets. The said Vanul renounced his own fueros, home, and community, the law of Si cumvenendit de jurisdisione obnium yudicum, the general law relative to the general renunciation of laws, and all the others in his favor and defense. He empowered the justices and judges of His Majesty to compel him to observe the contents of this contract as if it were the definitive sentence of a competent judge given and pronounced against him and agreed to by the said Vanul. The said Bachelor said that he renounced the chapter on Suam de poenis obduardus de absolutionibus, with whose provisions he said he was acquainted, the other laws, fueros, and rights in
favor and defense of priests, and the general laws. In order to comply therewith, he empowered the ecclesiastical justices and judges of his bishopric, and particularly the Most Illustrious Bishop of Guadalajara, to compel him to the full extent of the law to observe and comply with the provisions of this contract as if it were the definitive sentence of a competent judge given and pronounced against him and agreed to by him. In witness thereof, both of them together and each one individually, jointly and severally, granted this contract of barter and exchange before me, the present notary, and the witnesses, namely, Don Chritóval [sic] Santos Coi, Don Joseph Bueno de Roxas, and Carlos Felis de la Tore, residents of this said villa of San Fernando, where this was executed and granted as stated above. The vendors and the witnesses signed this before me, the present notary public and [secretary] of the cavildo. I certify.

Fran. Manuel Polanco

Juan Banul

Witness:
Joseph Antonio Bueno de Roxas

Xp. Santos Coi

Before me:
Fran. Joseph de Arocha

Notary Public and [Secretary] of the Cavildo

[D.S. in Cuaderno, September 15, 1747, pp. 16v-18]
In the villa of San Fernando in the jurisdiction of Texas and New Philippines, on the twenty-fourth day of the month of September of the year one thousand seven hundred forty-eight, before me, the present notary, and the witnesses appeared in person Bachelor Don Fran. Manuel Polanco, priest, vicar, and ecclesiastical judge of this said villa and the presidio of San Antonio de Véjar, whom I certify I know to be the one mentioned herein, and said that in view of the fact that he had begun to exercise the office of priest of this villa and presidio in the year of one thousand seven hundred forty-six on the third of December, and that His Majesty (may God guard him), had assigned for each, year of the administration of the said office the sum of four hundred fifty pesos, and that, since for the collection of the said salary, he needed to have an attorney in Mexico City, not only for the said annual collection but for other collections and business that may or shall occur, the said Bachelor said that he gave and did hereby give such power as was necessary and required by law in order to be valid to Don Domingo Gomendio, a resident and warehouse keeper of Mexico City, specially in order that he may appear and he shall appear before the Most Excellent Viceroy of this New Spain, the royal officials of the royal treasury of Mexico City to demand, collect, and receive the said four hundred fifty pesos.
of his salary to which he is entitled for the past year of one thousand seven hundred forty-seven and for the present year of one thousand seven hundred, forty-eight, and for all the other years of his tenure of office; and generally, for all his business, collection of money, claims, and litigations which he may or shall have with any person or persons of any state, rank or condition whatever. He shall enter actions against each and every one of them and defend them before the King our Lord (may God guard him), the Most Excellent Viceroy of this New Spain in his royal audiencias, and before all the judges, tribunal, and courts, lower and higher, ecclesiastical and secular before which he may and should appear according to law. He shall demand, collect, and receive, judicially or extrajudicially, from any and all persons any and all amounts in currency, gold, silver, or other effects belonging to him or in which he may have an interest legally, by reason of contracts, promisory notes, drafts, accounts, or for any other reason, even though the litigants, the debtors, the amounts, or the causes may not be specified in this power, because he is giving it to him generally for all the cases that may occur and for all the things which may belong to him. For the amounts which he may collect and receive, his said attorney shall give and grant, in his name, receipts, quittances, cancellations, and lastos, plus affidavits of receipt, proof of receipt and payment unless payment is made before a notary who may certify thereto. //
Cross. He shall ask for and examine the accounts of person obligated to render the same to him. He shall file charges against them and hear their pleas of defense, justly and competently, or settle at will by compromise or agreement any contentions, suits, or differences. And whenever, for the above-said purposes of this said power, it may be necessary to institute legal proceedings, he may appear and he shall appear before each or all of the afore-mentioned tribunals and justices to make and present claims, petitions, requisitions, contradictions, accusations, refutals, protests, allegations pro or con, and answer the charges of the opposition. He shall make imprisonments and releases therefrom, seizures and sales, selling at auction such effects as he may take possession of and seize. He shall prosecute and defend claims, present writs, memorandums, petitions, affidavits, witnesses, and proof. He shall obtain from the archives and the authorities in charge authentic copies of the papers and the records which he may or shall be entitled to use. He shall give proof and bond and refute the allegations of the opposition. He shall endorse favorable allegations made by witnesses in person or presented in writing. He shall make and cause to be made by the opposition oaths of truth, of calumny, decisory, and of yt liter. He shall ask for ordinary and ultramarine terms, for restitution, recuse judges or waiver. He shall recuse judges, lawyers, clerks, notaries, and other officials if advisable. He shall
close legal proceedings, hear decrees and sentences, /\v interlocutory and definitive, acquiescing when favorable and when unfavorable appealing and applying for a new trial and prosecuting it until definitive sentence shall have been rendered. He shall obtain royal decrees granting writs of execution, summons, and compulsion, letters of equity and other documents in the favor and interest of the grantor. For to that end and for all accessory and relevant actions, he hereby grants him this aforesaid general power with the authority to institute legal proceedings, swear to oaths, make substitutions in whole or in part, to remove substitutes and appoint others. He revokes, annuls, and declares to be null and void any and all instruments, powers, and memorandums which he may have granted and made prior to this, in writing or by word of mouth, in order that none shall be valid in legal proceedings or out of court save this which he now gives and grants as stated above. The grantor said that for the execution of the foregoing, or the contents of this said power, and of whatever may be done or may occur by virtue thereof, he bound his present and future assets. He empowered the justices and judges of His Majesty of any locality whatever, and particularly the Very Illustrious Bishop of Guadalajara, to whose fuero and jurisdiction he submits, in order that they may compel him to comply with the contents of this power as if it were the definitive sentence of a competent judge given in a case that had been tried in court and agreed to
by the grantor. He renounces the chapter on "Sanum de Penis eduardus de absolutionibus," with whose provisions he said he was acquainted, the general laws, and all the others in his favor and defense. Thus did the said Bachelor Don Fran. Manuel Polanco grant and sign this; the witnesses to his making this grant were Don Christóval Santos Coy, Don Alberto López Aguado y Villafuerte, and Carlos Félix de la Torre, residents of this said villa, where this was done and granted on the said day, month, and year. In order that it might be recorded, the said grantor and the witnesses signed this before me, Fran. Joseph de Arocha, notary public and secretary of the cabildo of this aforesaid villa. I certify.

Fran. Manuel Polanco

Carlos Eligio Feles de la Torre

Witness: Alberto López Agudo Billafuerte

Before me:

Fran. Joseph de Arocha

Notary Public and secretary of the Cavildo

[DS in Cuaderno, September 15, 1747, pp. 18-20]
Be it known to all whom this contract of
real sale and perpetual alienation may concern,
that I, Don Thoribio de Vrruttia, captain with
tenure for life of this royal presidio of San
Toribio de Vrrutia to
Crist. de
los Santos

Sale of two
houses and
lots by Don

And New Philippines, grant by these presents,

that on my behalf and in the name of my heirs

and of my assigns or theirs, I do hereby sell

and convey by real sale in perpetuity, now and
forevermore, to Don Christóbal de los Santos Coi, a resident
of this villa of San Fernando, and to his assigns two lots
with two houses of stone, one nineteen varas square, and the
other next to it and six varas square, with all the improve-
ments, fruit trees and other plants on the said two lots,
which have a depth of two hundred one hundred fifty varas and
a frontage of one hundred twenty. They are bounded on the
north by the San Antonio River, on the south by the lot of
Miguel de Castro, on the east by the San Antonio River, and
on the west by the royal street called del Río. All this, as
contained in this contract, I am selling--free from censo,
entail, right of primogeniture, mortgage, memorandum, or any
other liability held by any person whatever against the above-
said lots and houses, with all the rights and privileges per-
taining thereto at present by reason of usage, custom, rights,
and servitudes or which may pertain thereto in the future, for
the price and sum of six hundred sixty-two pesos in currency which the said Don Christóbal de los Santos Coy has given and paid me to my satisfaction. I, the said Captain Don Thoribio de Vrrutia, acknowledge that I have received the said sum of six hundred sixty-two pesos in truth and in fact and to my satisfaction; but because there is no evidence of the payment and delivery of the same, although it is a fact, I renounce the laws of nom numerata pecunia, proof, payment and exemptions as stipulated in each of them in order that they may not be valid for me. I avow that the said lot and house sic are not worth more than the said six hundred sixty-two pesos which the said Don Christóbal de los Santos Coy has delivered to me and which I, the said captain, have received. But if now or at any time, they should prove to be worth more, I hereby make absolute and irrevocable gift, cession, and donation to him of the excess, law called by "executed inter vivos." To that end I renounce the laws of the Ordenamiento Real, promulgated in Alcalá de Henares which pertain to purchases or sales for more or less than half the just price and the four years declared therein to demand one's rights in case of deception; but I avow that there is none--deceit, enormous, most enormous lesion. From the moment that this contract shall have been drawn up, declared, and granted, I shall relinquish all my rights of possession and seignioralty to the aforesaid lots
and house  sic, and shall renounce, cede, and convey the same, with all the rights and privileges pertaining thereto now by reason of usage, custom, rights, and servitudes or which may pertain thereto in the future, to the said Don Christóbal de los Santos Coy, his heirs, and successors. I give him full power and authority in order that he may and shall take possession of the above-mentioned houses and lots. I oblige myself to make the said sale effective and secure against any person or persons who may attempt to discredit it, to bring suit against the said property. When I shall have been enjoined by the aforesaid Don Xptóbal de los Santos Coy, his heirs, and successors, I shall prosecute the said suit at my cost and risk from its inception until final sentence shall leave him in quiet and peaceful possession of all the said property. If the suit should be lost, I shall be under penalty to give him two other houses and lots as good as and as well-located as those of the said sale, plus the costs, expenses, damages, and interests resulting from and accrued by the said suit and the improvements which he may have made. For the execution and payment of the foregoing, I bind my person and present and future assets; I empower and authorize the justices and judges of His Majesty of any locality whatever to compel me to observe and comply with the foregoing. I renounce my own fuero, home and community, and the law of Si combeneri de iurisdictione omium
in order that to the full force of the law, I may be completed to comply with and pay the foregoing, as if this contract and its contents were the definitive sentence of a competent judge given and pronounced against me and agreed to by me in a case that had been tried in court and was not subject to any form of appeal. Furthermore, I renounce any fueros, laws, and rights in my favor and defense, and the general law relative to the general renunciation of laws. Thus did the said Captain Don Thoribio de Vrrutia grant and sign this in this villa of San Fernando, on the second day of the present month of October of the year one thousand seven hundred forty-eight, before me, the present notary and the witnesses, namely, Don Alberto López Aguado y Villafuerte, Don Fran. de Estrada, and Carlos Felis Velis de la Thorre, residents of this said villa, I, the notary, certify that I know the vendor and the witnesses, who signed this with me. I certify.

Deleted: two hundred varas—Void.

Thoribio de Vrrutia

[Rubric]

Carlos Eligio Veles de la Torre Witness:

[Rubric] Alberto López y Villafuerte

[Rubric]

Before me:
Frran. Joseph de Arocha

Rubric

Notary Public and Secretary of the Cavildo

[D.S. in Cuaderno, September 15, 1747, pp. 20-22]
Will of In the name of Almighty God and of the ever
Mateo Virgin Mary, Our Lady.
Pérez Be it known to all whom this testament may con-
cern, that I, Mateo Pérez, a resident of this villa
of San Fernando, the present ordinary alcalde of the same,
and a native of the villa of el Juco, being sick in body but
sound in mind and will and in my normal judgment and memory,
believing as I do, firmly and truly, in the high and sover-
eign mystery of the Most Holy Trinity: Father, Son, and Holy
Spirit, three distinct persons and only one true God, and all
the other tenets and beliefs of our Holy Roman Catholic Mother
Church, do hereby make public declaration that I have lived,
am now living, and expect to die in that faith; that fear-
ing death, to which //all living beings are subject, and
desiring to save my soul, I do hereby execute this my testa-
ment as follows:

First, I bequeath and commend my soul to our Lord God
who created it and redeemed it with the infinite price of
His most precious blood, and I beseech His Most Holy Majesty
to take it to Glory, for which it was created; and my body
I bequeath to the earth from which it was made, that it may
return thereto.

Item, I direct that when, by the will of our Lord God,
I shall be taken from this present life to eternity my body
be buried in the parochial church of this villa, in the north transept; that the priest attend my funeral wearing his surplice, with a crucifer; that a mass be sung with its vigil and a catafalque, on the day of my burial if the hour is suitable, if not, on the following day; and that the alms be paid from my estate.

Item, I direct that my body be shrouded in the habit of our Seraphic Father Saint Francis, which request I make now for the love of God; and that the alms be paid from my estate.

Item, I direct that if it shall please our Lord God to take me from this present life to eternity, fifty masses be said for my soul.

Item, for the compulsory bequests, the Holy Church of Jerusalem and the ransom of captives, I bequeath three grown cows, two for the Holy Church and one for the ransom of captives.

Item, I direct that a mass for the blessed souls in purgatory, which I owe, be said before I die if possible, if not, at the earliest moment; and that the alms be paid from my estate.

Item, I owe the heirs of Joseph Ramos six pesos, I declare this in order that they may be paid from my estate.

Item, I declare that Captain Don Thoribio de Vroutia owes me, for the time I was lieutenant of his company, the sum of three hundred sixty pesos, the balance unpaid. I declare this in order that my executor shall collect it.
Item, I declare that Jerónimo Flores, a resident of this villa owes me one stallion.

Item, I declare that Pedro Chiver owes me one stallion. I declare this in order that it may be collected.

Item, I declare that Miguel Guera [sic.] owes me one stallion. I declare this in order that it may be collected.

Item, I declare that Jettrudes de la Crrus, the wife of Joseph Lisardo, owes me for the material for a skirt of serge and the accessories for it, and sixteen pesos. I declare this in order that it may be collected.

Item, I declare that Dominga owes me eight pesos and four reales. I declare this in order that they may be collected.

Item, I declare that Don Alberto López owes me six pesos. I declare this in order that they may be collected.

I declare that Matías de la Serda owes me twenty-four pesos. I declare this in order that they may be collected.

Item, I declare that my son-in-law, Don Manuel de Caravajal owes me three varas of cretonne cloth. I declare this in order that they may be collected.

Item, I declare that the priest owes me five pesos and four reales. I declare this in order that they may be collected.

Item, I declare that I owe Amador Guerra three pesos. I declare this in order that they may be paid.

Item, I declare that Jettrudes, the widow of Joseph de
Sosa, owes me twelve pesos. I declare this on order that they may be collected.

Item, I declare that Ana Garzía owes me six pesos in corn. I declare this in order that they may be collected.

Item, I declare that Don Diego Ramón owes me six fanegas of corn for a steer that I gave him. I declare this in order that they may be collected.

Item, I declare that Antonio Ximenes owes me five fanegas of corn. I declare this in order that they may be collected.

//Item, I declare that to each of my sons I gave six horses with their trappings, but none to my daughter María Antonia. I declare this in order that she may receive their equivalent in value.

Item, I declare that from the cattle I have and have raised, I have designated one cow for each of my children; that my son Gaviel Peres has removed his cow and its offspring from my possession to take them to the presidio of Santa Rosita; that those which my son Joseph Peres has are branded with his brand; that those of my sons Baltasar de los Reyes and Luis Peres are mixed with the others and they will recognize them.

Item, I declare that I have and am leaving two hundred head of cattle, more or less, in addition to those belonging to my children. I declare this in order that it may be recorded.
Item, I declare that in the horse herd of the presidio I have twelve of my saddle horses and work horses. I declare this in order that it may be recorded.

Item, I declare that I am leaving a herd of sixteen mares. I declare this in order that it may be recorded.

Item, I declare that my servant Juan Frran. owes me eighty pesos. I declare this in order that they may be collected.

Item, I declare that I have and am leaving my horse trappings and saddle, and a walking cane.

Item, I declare that in my personal clothing I have two raglans of cretonne cloth. I declare this in order that it may be recorded.

Item, I declare that I have two shirts, two scarves, two pairs of trousers of plush, one pair of wool, and some buttons. I declare this in order that it may be recorded.

Item, I declare that I have two yokes of tame oxen, one carreta, two axes, one hoe, two pikes, three plows. I declare this in order that it may be recorded.

Item, I declare that I have three pairs of leather shoes, three sheets, three blankets, three pillows. I declare this in order that it may be recorded.

Item, I declare that I am leaving constructed on the lot on which I live one room //of stone and another old one of adobe. The said lot and houses are free from censo, mortgage,
or any other liability. I declare this in order that it may be recorded.

Item, I declare that I am leaving two chests with trays and keys, six soap boxes, one hat box with its padlock. I declare this in order that it may be recorded.

Item, I declare that I am leaving two benches, two chairs, one small table with its cover. I declare this in order that it may be recorded.

Item, I declare that in one of the chests there are two chemises and a serge skirt that belonged to my late wife. I declare this in order that it may be recorded.

Item, I declare that I have as kitchen utensils one size kettle, one metate, one frying pan, one comal, one brass mortar, and five brass utensils. I declare this in order that it may be recorded.

Item, I direct my executors that, in view of the fact that Rosas Peres, mestiza, was born and reared in my home as my own daughter, she be given six breeding cows, and that her son, Joseph Maria, who is working for me, be given two breeding cows and two of my horses and a saddle in order that at my death he may take them to his mother; and that these cows, horses, and saddle shall belong to the boy. I declare this in order that it may be so executed.

Item, I declare that, for having served me while I was well, taken care of me while I was ill and of my wife while she was ill, Maria de Saragoza be given from my stock six
breeding cows and one bull. I declare this in order that it may be executed by my executors.

Item, I appoint as testamentary executors my son-in-law Don Manuel de Caravajal and my son Joseph Peres, to whom I give full and complete power to sell whatever may suffice to comply with and pay the bequests and legacies of this my testament. Furthermore, I charge them to do so conscientiously. Whatever they shall do by virtue thereof, it is my last wish that it be as if I had executed it myself. In the execution and payment of all my testament, I charge them to be conscientious and not delay the execution of the same.

Item, I declare that I was married to María de San Juana Quintana, may she rest in peace, according to the precepts of our Holy Church; and that from our marriage we had Javiel Peres, Joseph Peres, Baltasar de los Reyes Peres, María Antonia Peres, Luis Peres. I declare all five of them my legitimate children by my said wife.

Item, I declare that the little property that we have obtained together while we were married. I declare this in order that it may be recorded.

Item, I direct that this my testament be paid from my estate. I declare this in order that it may be executed.

Item, I declare, institute, and name as heirs of all my estate my above-mentioned children in order that they shall
have and inherit it equally, with the blessing of God and my blessing; for that is my last will. Thus did the afore-
said Don Mateo Peres, the present ordinary alcalde of the
said villa grant this. He did not sign because he said his pulse was not steady enough to do so. It was signed at his request, by one of the witnesses, who were Don Alberto López
Aguado y Villafuerte, Don Amador Guerra Cañamar, and Matías de la Serda, residents of this said villa, before me, the present notary public and secretary of the cavildo. I certify.

At the request of Don Mateo Peres and as a witness, I signed this:

Aluerto López

Witness:

Ju. Amador Guerra

Before me:

Fran. Joseph de Arocha

Notary Public and Secretary of the Cavildo

^D. S. in Cuaderno, September 15, 1747, pp. 22-24v^
//Be it known to those whom this contract of
sale of a
lot by Ber-
nabé Cara-
bajal to Don
Toribio de
Vrrutia
real sale and perpetual alienation may concern that
I, Don Bernabé de Caravajal, alferes reformado of
the royal presidio of San Antonio de Véjar, and
a resident of this villa of San Fernando, grant
and acknowledge by these presents that I do hereby
sell and convey by real sale in perpetuity, now
and forevermore Amen, to the present captain of
the royal presidio of San Antonio de Véjar, Don Thoribio de
Vrrutia, for the said captain, his heirs, successors or assigns,
one lot fifty varas square with all the trees and plants planted
on it, a stone house sixteen varas square and enough stone for
a bastion of four varas within the space of the sixteen varas.
The said house and lot are bounded on the north by one belong-
ing to my sister Antonia de Caravajal, on the south by the street
which runs between it and the house of Fran. de Estrada, on
the west by the house of the heirs of my uncle Don Mateo de
Caravajal, on the east by North Street. I am selling the said
house, free from senso, entail, right of primogeniture, deben-
ture, or mortgage in favor of any person whatever, for the price
and sum of four hundred fifty pesos in currency which the said
captain has given, paid, and delivered to me and I have received.
I acknowledge that I have received the same in truth and in fact
and to my satisfaction; but because there is no evidence of pay-
ment, and delivery of the same, although it is a fact, I renounce
the laws of *nom numerata*, pecunia, proof, payment, and exemptions, as expressed in each of them //in order that they may not be valid for me. I avow that the said lot and house of this sale are not worth more than the four hundred fifty pesos which the said captain has given me and I have received. But if now or at any time it should prove to be worth more, I hereby make absolute and irrevocable gift and donation to him of the excess, called by law *Inte vibos*. To that end I renounce the laws of the *Ordenamiento Real*, promulgated in Alcalá de Enares, which pertain to purchases or sales for more or less than half the just price, and the four years declared therein to demand one's rights in case of deception; but I avow that there is none—deceit, enormous, most enormous lesion. From the moment that this contract shall have been drawn up, declared, and granted, I shall relinquish all my rights to the said lot and house and shall renounce, cede, and convey the same to the said captain, his heirs, and successors, with all the rights and privileges pertaining thereto at present by reason of usage, custom, rights, and servitudes or which may pertain theretoin the future. I give him authority in order that he may and shall take possession of the above-mentioned lot and house, with a wooden fence, and everything else planted or contained therein. I obligate myself to make, the said sale effective and secure against any person or persons who may attempt to discredit it or to bring suit against him. When I shall have been enjoined by the said captain, his heirs, and
successors, I shall prosecute the said suit at my cost and risk until he shall be left in quiet and peaceful possession of all the said property. If the suit should be lost, I shall be under penalty to give him another lot and house as good as and as well-located as those of this said sale, plus the improvements which he may have made thereon. For the execution and payment of the foregoing, I bind my person and present and future assets; I renounce my own fuero, home and community, the law of Si cumvenerit de iurisdictione obmin yudicium in order that to the full force of the law I may be compelled to comply with the contents of this contract as if it were the definitive sentence of a competent judge given and pronounced against me in a case that had been tried in court, and agreed to by me. Furthermore, I renounce all the laws, fueros, and rights in my favor and defense, and the general laws relative to the general renunciation of laws. In witness whereof, I am granting this contract of real sale before the present notary and the witnesses, namely, Don Alberto López, Juan de Amador Guerra y Cañamar, and Gerónimo de la Cruz, residents of this said villa of San Fernando, where this was done on the second day of the month of November of this present year of one thousand seven hundred forty-eight. I, the present notary, certify that this contract was granted in my office on the day and year stated herein and that I know the vendor and the witnesses. In witness whereof the said vendor and the witnesses signed this with me. I certify.
Bernabé Carabaxal

Witness:

Ju. Amador Guerra Cañamar

Before me:

Fran. Joseph de Arocha

Notary Public and Secretary of the Cavildo

D.S. in Cuaderno, September 15, 1747, pp. 25-26
Sale of farm lands by José de Montemayor to Don Juan José Montes

Be it known to all whom this contract of real sale and perpetual alienation may concern, that I, Joseph de Montemayor, a vecino agregado of this villa of San Fernando, grant and acknowledge by these presents, that I do hereby sell and convey by real sale in perpetuity, now and forevermore, Amen, to Don Juan Joseph de Montes de Oca, a resident of the said villa, for the said Don Juan Joseph, his heirs, successors, and his assign or assigns //the portion of arable lands, water from the Nadadores River, and pasture lands, in the place called El Sau's, in the jurisdiction of the province of Quaguila, which my wife María Flores y Valdés, his wife, inherited, as one of three heirs. The said lands are bounded on the east by the lands of Joseph Sanches, on the west by those of Simón Sanches, on the south by the land of the priest Don Joseph Flores, on the north by the said Nadadores River. My late wife inherited the said lands from my father-in-law, Nicolás Flores de Valdés Quiñones, as a legitimate daughter by legitimate marriage. During my absence, my said wife, in her efforts to support our children and by reason of a prolonged illness from which she died, was forced to obtain, by virtue of the said lands, from Don Juan Joseph de Montes de Oca the sum of two hundred pesos. This is the price which,
by way of settlement, I am making to the above-mentioned Montes de Oca for the said lands. Because there was no time to draw up and grant to him a contract, he charged me that as a conscientious duty I should grant him one as I am hereby doing by this present document, in the name of my late wife and of my children, for the very price and amount of two hundred pesos which my said wife and children received from the above-mentioned Don Juan Joseph de Montes de Oca. I know this to be a fact and that at the time when the said money was received and the agreement was made the witnesses were my brother-in-law, Joseph Flores y Valdés Quiñones and Domingo Flores de Avrrego, residents of this said villa of San Fernando. The present notary also was notified of it by my said late wife.

In view of the foregoing, and in the name of my aforesaid late wife, as stated above, I hereby grant this contract of real sale and perpetual alienation before the present notary and the witnesses mentioned below, for the said two hundred pesos, which as has been stated, my late wife received from the said Don Juan Joseph de Montes de Oca. The said lands are free from senso, entail, right of primogeniture, or any other liability in favor of any person whatever. I am selling them, for the aforesaid two hundred pesos which my wife and children received and spent. I, the said Joseph de Montemaior acknowledge this to be to my satisfaction because I know that my late wife and children received them in truth and in
fact. But because there is no evidence of payment and delivery of the same although it is a fact, I renounce the laws of Nom numerata pecunia, proof, payment, and exemptions as expressed in each of them in order that they shall not be valid for me or my aforesaid children. I avow that the said lands and water are not worth more than the said two hundred pesos that my late wife and children received and spent. But if now or at any time they should prove to worth more, in the name of my said children, I do hereby make absolute and irrevocable gift, cession, and donation to him of the excess, called by law Intervivos. To that end I renounce the laws of the Ordenamiento Real, promulgated in Alcalá de Henares, which treat of sales for more or less than half the just price and the four years declared therein to demand one's rights in a case of deception; but I avow that there is none--deceit, enormous, most enormous lesion. From the moment that this contract shall have been drawn up, declared, and granted, I shall relinquish all my rights, and my children's rights to the said lands and water and shall renounce, cede, and convey the same to the said Don Juan Joseph de Montes de Oca, his heirs, successors, or assigns. I give him authority in order that he may and shall take possession of the said lands and water. I obligate myself to make the said sale effective and secure against any person or persons who should attempt to discredit it or to bring suit against him. When I shall have been enjoined by the said Don
Juan Joseph de Montes de Oca, his heirs, and successors, I shall prosecute the said suit at my cost and risk until he shall be left in quiet and peaceful possession of all the said property. If the suit should be lost, I shall be under penalty to give him back his two hundred pesos, plus the annual interest on them, and all the improvements which he may have made on the said lands. For the execution and payment of the foregoing, I bind my person and present and future assets. I renounce my own fuero, home, and community, the law of Si cum-venerit de iurisdictione obnim yudicum in order that, to the full force of the law, I may be compelled to comply with the contents of this contract as if it were the definitive sentence of a competent judge given and pronounced against me in a case that had been tried in court. Furthermore, I renounce all the laws, fueros, and rights in my favor and defense, and the general laws relative to the general renunciation of laws. In witness whereof, I am granting, as has been stated, this contract of real sale in the presence of the present notary and the witnesses, namely, Don Alberto López, Don Martín Flores, and Don Ygnasio Lorenzo de Armas, residents of this said villa, where this was done on the eighteenth day of the month of March of this year of one thousand seven hundred forty-nine. I, the said notary, certify that this was granted in my office, that the sale was made by the late María Flores, and that I know the vendor and the witnesses. Because the vendor did not know how to write
his name, at his request, one of the witnesses signed with me, the said notary. I certify.

At the request of Josephe Montes, the vendor, I signed this:

Alberto López

[Ygnacio Lorenzo
  [Rubric]

Martín Flores

[Ygnacio Lorenzo
  [Rubric]

Before me:

Fran. Joseph de Arocha

[Notary Public and Secretary of the Cavildo

[D.S. in Cuaderno, September 15, 1747, pp. 26-28]
Be it known to all whom this contract of real sale and perpetual alienation may concern that I, Bachelor Don Fran. Man. Polanco, priest, vicar, and ecclesiastical judge of this villa of San Fernando, the presidio of San Antonio de Véxar, and their jurisdictions, grant and acknowledge by this present contract that I am selling and conveying by real sale in perpetuity, now and forevermore, to Don Chrrixtóval [sic] Santos Coi, a vesino agregado of this villa of San Fernando, and to the assigns of the said Don Chrrixtóval Santos Coi, one lot sixty varas long and fifty wide, surrounded by a wooden fence, with a house of stone and clay, a jacal of zacate, a kitchen and a room of wood, and a noria, plus a branding iron and all the rights pertaining thereto and all the ganado mayor branded with the said iron. The said house, lot, branding iron, and stock I obtained from Juan Banul, master blacksmith and former resident of this said villa, by barter and exchange, for a house in the villa of Saltillo which I gave him as is recorded in the contract which I and the said Vanul executed before the present notary. The said lot and house are situated in the desmonte, bounded on the north by the corrales, on the south by the street which leads into the pueblo of San Antonio, on the east by irrigable lands, on the west by the street between them and the house of the said Don Chixtóbal [sic]. The said lot, house, stock, branding iron, the rest I am selling, free from senso, entail, right of primogeniture,
or mortgage in favor of any person, for the price and sum
of three hundred pesos in currency which the said Don Crrixtóval Santos has given me and I have received. I acknowledge
that I have received them in truth and in fact and to my satis-
faction; but because there is no evidence of the payment and
delivery of the same, although it is a fact, I renounce the
laws of Nom numerata pecunia, proof, payment and exemptions,
as stated in each of them in order that they may not be valid
for me. I avow that the said lot, house, stock, branding
iron, and the rest of this sale are not worth more than the
three hundred pesos which the said Don Chrrixtóval has given
me and I have received; but if now or at any time, they
should prove to be worth more, I hereby make absolute and
irrevocable gift, cession, and donation to him of the excess,
called by law Ynter vibos. To that end I renounce the laws
of the Ordenamiento Real, promulgated in Alcalá de Enares,
which treat of purchases or sales for more or less than half
the just price, and the four years declared therein to demand
one's rights in case of deception. But I avow that there is
none—deceit, enormous, most enormous lesion. From the moment
that this contract shall have been drawn up, granted, and de-
clared, I shall relinquish all my rights to the said house,
lot, branding iron, and stock, and shall renounce, cede, and
convey the same to the said Don Chrrixtóval Santos Co1, his
heirs, and successors, with all the rights and privileges
pertaining thereto at present by reason of usage, custom, rights, and servitudes, or that may pertain thereto in the future. I give power and authority to the said Don Christóval Santos in order that he may and shall take possession of the aforesaid lot, house, branding iron, stock to use as his own. I obligate myself to make the said sale effective and secure against any person or persons who may attempt to discredit it or to bring suit against him. When I shall have been enjoined by the said Don Christóval or some one else acting in his stead, I shall prosecute the said suit, at my cost and risk until he shall be left in quiet and peaceful possession of all the said property. If the suit should be lost, I shall be under penalty to give him another such house, lot, stock, and branding iron, as good as, and as well-located as those of this said sale, plus the improvements he may have made on the said house and the increase in the said stock. For the execution of the foregoing I bind my present and future assets; I renounce the chapter on Suam de penis eduardus de absolutionibus, with whose provisions I am acquainted, and the laws, fueros, and rights in favor and defense of priests, and the general laws. I empower the ecclesiastical justices and judges of my bishopric, and particularly the Most Illustrious Bishop of Guadalajara in order that, to the full force of the law, I may be made to comply with the contents of this contract as if it were the definitive sentence of a competent judge given and pronounced.
against me in a case that had been tried in court and agreed
to by me. In witness whereof I am granting this present con-
tract before the undersigned notary and the witnesses, namely,
Carlos Félix Veliz de la Torre, Amador Guerra Cañañamar [sic]
and Don Alberto López, who signed this with me before the pre-
sent notary. I, the said notary, certify that the said Bachelor
did so grant the said contract, as recorded herein, in my office
and that he and the witnesses signed it. I also certify that
I know the said vendor and the witnesses and that their names
are as they appear herein. This was done on the twelfth day
of the month of April of the year one thousand seven hundred
forty-nine.

B. Fran. Manuel Polanco

Witness: Before me:
Ju. Amador Guerra Cañamar Frran. Joseph de Arocha

Notary Public and [Secretary] of the Cavildo

[D.S. in Cuaderno, September 15, 1747, pp. 28–29]
Sale of a house by Don Toribio de Vrrutia to Don Ant. Rodríguez

Be it known to all whom this contract of real sale and perpetual alienation may concern that I, Don Thoribio de Vrrutia, captain of the royal presidio of San Antonio de Vézar and justicia mayor of this villa of San Fernando, grant and acknowledge by this present contract that I do hereby sell and convey by real sale in perpetuity, now and forevermore, to Don Antonio Rodrigues, a resident and regidor of the said villa, and to the assigns of the said Don Antonio, a house of stone, demolished by two floods, a jacal of Zacate, the lot on which the said house is situated, twenty varas wide and as long as those contiguos to it, two suertes of land on the south side of the aforesaid villa with water for twenty-four hours every twenty days. These lands were granted, under the conditions stipulated, to the founders of the said villa and with all the rights and actions. I obtained from Don Juan Leal Albares, a resident, regidor, and first settler of this villa, all the foregoing, which he received, as one of the said first settlers, as a grant from His Majesty (may God guard him), and sold to me as recorded in a contract. I am selling all the foregoing—free from senso, entail, right of primogeniture, or mortgage in favor of any person whatever—for the price and sum of three hundred thirty-three pesos, which the above-mentioned Don Antonio Rodrigues has given and delivered to me and I have received...
to my entire satisfaction. But because there is no evidence of the payment and delivery of the same although it is a fact, I renounce the laws of *nom numerata pecunia*, proof, payment, and exemptions, as recorded in each of them in order that they may not be valid for me. I avow that the said lands, water, house, lot, and the rest included in this sale are not worth more than the three hundred thirty-three pesos which the said Don Antonio Rodrigues has given me and I have received, but if now or at any time they should prove to be worth more, I make absolute and irrevocable gift and donation to him of the excess, called by law *ynter vibos*. To that end I renounce the laws of the *ordenamiento Real*, promulgated in Alcalá de Hernares, which pertain to purchases or sales for more or less than half the just price and the four years declared therein to demand one's rights in case of deception; but I avow that there is none—deceit, enormous, most enormous lesion. From the moment that this contract shall have been drawn up, declared, and granted, I shall relinquish all my rights of possession and seignioralty to the said properties and shall renounce, cede, and convey the same to the said Don Antonio Rodrigues, his heirs, and successors, or his legal assigns. I give him power and authority in order that he may and shall take possession of the above-said lands, water, house, and lot. I obligate myself to make the said sale secure from any person or persons who shall attempt to discredit it
or to bring suit against [the said property]. When I shall have been enjoined by the said captain, his heirs, and successors, I shall prosecute the said suit at my cost and risk from its commencement until definitive sentence shall leave him in quiet and peaceful possession of all [the said property]. If the suit should be lost, I shall be under penalty to give him other similar lands, water, sitios, lots [sic] and house, as good as and as well-located as those of this said sale, plus the costs, expenses, damages, and losses resulting from the said suit and the improvements which he may have made on the said properties. For the execution and payment of the foregoing, I bind my person and present and future assets. I give power and authority to the justices and judges of His Majesty of any locality whatever, and particularly the Most Excellent Viceroy of this New Spain, to compel me to observe and comply with the foregoing. I submit to their fuero and jurisdiction; renounce my own fuero, home, and community, the law of Si cumvenerit de yurisdicione Omnium yudicium in order that to the full force of the law I may be compelled to comply with and pay the foregoing as if this contract and the contents thereof were the definitive sentence of a competent judge given and pronounced against me and agreed to by me in a case that had been tried in court and was not subject to appeal. Furthermore, I renounce all the laws, fueros, and rights in favor and defense
of military men, specially the general laws relative to the general renunciation of //laws. In witness whereof I am granting the present contract of real sale before the present notary and the witnesses mentioned herein, namely, Don Juan Joseph de Montes de Oca, Don Alberto López, and Carlos Félix de la Tore [sic], residents of this said villa of San Fernando, where this was done on the twelfth day of the month of April of this year of one thousand seven hundred forty-nine. I, the present notary, certify that this was granted in my office on the said day, month, and year; that I know the vendor and the witnesses; and that their names are as they appear herein. In order that it might be recorded, the vendor and the witnesses signed this with me, the said notary public and [secretary] of the cavildo of the said villa. I certify.

Thoribio de Vrutia

[Rubric]

Before me:

Co

Fran. Joseph de Arocha

[Rubric]

Notary Public and [Secretary] of the Cavildo

[D.S. in Cuaderno, September 15, 1747, pp. 29-30v]
I

Cross

Be it known to all whom this contract of
real sale and perpetual alienation may concern
that I, Don Antonio Rodrigues Mederos, a re-
sident and regidor of this villa of San Fernando,
grant and acknowledge by the present contract
that I do hereby sell and convey by real sale
in perpetuity, now and forevermore, to Don Mi-
guel de Castro, a vecino agregado of the said
villa, and to the legal assigns of the said
Don Miguel de Castro two suertes of land in the potrero
on the south side of the said villa and one day of water
every twenty days. //These are the same lands which I ob-
tained by purchase from Captain Don Thoribio de Vrrutia,
and which the latter obtained from Don Juan Leal Álbares,
a resident and former regidor of this aforesaid villa. They
were granted by His Majesty (may God guard him), to the said
Don Juan Leal as one of the founders of the villa; for this
reason, their dimensions are such as may be recorded in the
record of the partition of lands at the time of the founding
of this said villa. The said two suertes of land are bounded
on the east by the San Antonio River, on the west by San
Pedro Creek; the old suerte is bounded on the north by the
lands of Don Patrisio Rodrigues and on the south by the lands
of Fran. Ermandes, and the suerte of new land is bounded on
the north by the lands of Don Joseph Curvelo and on the south by the lands of the late Don Juan Delgado. I am selling the said lands, free from senso, entail, mortgage, right of primogeniture, or any other liability in favor of any person whatever, for the price and sum of two hundred fifty-five pesos, which the said Don Miguel de Castro has given and delivered to me in products of the land at current prices, to my entire satisfaction, and which I have received. But because there is no evidence of the payment and delivery of the same, although it is a fact, I renounce the laws of nom numerata pecunia, proof, payment and exemptions, as stated in each of them in order that they may not be valid for me. I avow that the said lands and water are not worth more than the two hundred fifty-five pesos that the said Don Miguel de Castro has given me and I have received. But if now or at any time they should prove to be worth more, I make absolute and irrevocable gift, cession, and donation to him of the excess, called by law Ynter vibos. To that end I renounce the laws of the Ordenamiento Real, promulgated in Alcalá de Enares, which pertain to purchases or sales for more or less than half the just price and the four years declared therein to demand one's rights in case of deception; but I avow that there is none—deceit, enormous, most enormous lesion. From the moment that this contract shall have been drawn up, declared, and granted, I shall relinquish all my rights of
possession and seignioralty to the said lands and water, and shall renounce, cede, and convey the same to Don Miguel de Castro, his heirs, successors, or his legal assignees. I give him power and authority in order that he may and shall take possession of the above-said lands and water. I obligate myself to make the said sale effective and secure against any person or persons who should attempt to discredit it or to bring suit against him. When I shall have been enjoined by the said Don Miguel de Castro, his heirs or successors, I shall prosecute the said suit, at my cost and risk, from its commencement until definitive sentence shall leave him in quiet and peaceful possession of all the said property. If the suit should be lost, I shall be under penalty to give him other similar lands and water, as good as and as well-located as those of this said sale, plus the improvements he may have made on them. For the execution and payment of the foregoing, I bind my person and present and future assets. I give power and authority to the justices and judges of His Majesty of any locality whatever and particularly those of this province of Tejas, to make me observe and comply with the contents thereof. I submit to their fuero and jurisdiction, renounce my own fuero, home, and community, the law of si cumvenerit de jurisdicione obnim yudicum in order that to the full force of the law I may be compelled to comply with the contents of
this contract as if it were the definitive sentence of a competent judge given and pronounced against me and agreed to by me in a case that had been tried in court and was not subject to any form of appeal. Furthermore, I renounce all the laws, fueros, and rights in my favor and defense, and the general laws relative to the general renunciation of laws. In witness whereof, I am granting the present contract of real sale before the present notary and the witnesses, namely, Don Ygnacio Lorenso, Don Joseph Curvelo, and Don Joseph Peres, residents of this villa of San Fernando, where this was drawn up and granted on the twenty-eighth day of the month of April of this year of one thousand seven hundred forty-nine. I, the present notary, certify that it was so granted in my office on the said day, month, and year. I also certify that I know the vendor and the witnesses and that their names are as they appear herein. They signed this with me the said notary. I certify to all the foregoing.

Antonio Rodrigues Mederos
[Signature]
Ynasio Lorenso
[Signature]

Joseph Curbelo
[Signature]

Before me:
[Signature]

Fran. Joseph de Arocha
[Signature]

Notary Public and Secretary of the Cavildo

[D.S. in Cuaderno, September 15, 1747, pp. 30v-32]
Sale of a lot by Andrés Hernández to Fran. Hernández.

Be it known to all whom this contract of real sale and perpetual alienation may concern that I, Andrés Hernández, a resident of this villa of San Fernando, grant and acknowledge by this contract that I do hereby sell and convey by real sale, in perpetuity, now and forevermore, to my brother, Fran. Hernández, a resident of the said villa, for him, his heirs, successors, and for the assign or assigns of my said brother, one lot fifty varas square with a house of stone and mud, twelve varas square, with a wooden fence and some fruit trees. On the south it is across the street from the back of the lot of Doña Josepha Flores, on the east there is a street between it and San Pedro Creek, on the north, it is bounded by the lot of Don Mateo de Caravajal, and on the east also by the said lot. I am selling the said lot, house, and everything else listed, free from senso, entail, right of primogeniture, mortgage, or any other liability in favor of any person whatever, for the price and sum of two hundred pesos, which my said brother has given and delivered to me in goods at current prices and which I have received to my entire satisfaction; but because there is no evidence of the payment and delivery of the same, although it is a fact, I renounce the laws of nom numerata pecunia, proof, payment and exemptions, as
recorded in each of them in order that they may not be valid for me. I avow that the said lot, house, and everything else mentioned are not worth more than the said two hundred pesos which my said brother has given me and I have received; but if now or at any time they should prove to be worth more, I hereby make absolute and irrevocable gift, cession and donation of the excess, to him, called by law Ynter vibos. To that end I renounce the laws of the Ordenamiento Real, promulgated in Alcalá de Enares, which treat of purchases or sales for more or less than half the just price, and the four years declared therein to demand one's rights in case of deception, but I avow that there is none—deceit, enormous, most enormous lesion. From the moment that this contract shall have been declared, and granted, I shall relinquish all my rights of possession and seignioralty to the said lot and house, and shall renounce, cede, and convey the same to the said Fran. Ernandes, my brother, his heirs, successors, or assigns. I give him power and authority in order that he may and shall take possession of the said lot and house. I obligate myself to make the said sale effective and secure against any person or persons who may attempt to discredit it or to bring suit against him. When I shall have been enjoined by my said brother Fran. Ernandes, his heirs, and successors, I shall prosecute the said suit at my cost and risk from its commencement until definitive sentence shall leave him in quiet
and peaceful possession of all the said property. If the suit should be lost, I shall be under penalty to give him another house and lot, as good as and as well-located as those of the said sale, plus the improvements which he may have made on the said lot and house. For the execution and payment of the foregoing, I bind my person and present and future assets. I empower the justices and judges of His Majesty of any locality whatever to compel me to comply with the foregoing. I submit to their fuero and jurisdiction. I renounce my own fuero, home, and community, the law of Si cumvenerit de jurisdicione omnium judicium in order that, to the full force of the law, I may be compelled to comply with the contents of this contract as if it were the definitive sentence of a competent judge given and pronounced against me and agreed to by me in a case that had been tried in court and was not subject to any form of appeal. Furthermore, I renounce all the laws, fueros, and rights in my favor and defense, the general laws relative to the general renunciation of laws. In witness thereof, I am granting the present contract of real sale before the present notary and the witnesses, namely, Don Joseph Curvelo, Don Ygnacio Lorenzo, and Don Joseph Vueno de Roxas, whom I requested to sign this for me because I do not know how to write my name. I, the said notary, certify that this contract, as recorded herein, was granted in my office, in this villa, on the seventeenth day of the month
of May of the year one thousand seven hundred forty-nine. I also certify that I know the vendor and the witnesses. The latter signed this and, at the request of the vendor, one of the witnesses signed for him, because he did not know how. I certify.

At the request of the vendors: 

Joseph Ant. Bueno de Rox.

[Signature]

Joseph Curbelo

[Signature]

Ynasio Lorenzo

[Signature]

Before me:

Fran. Joseph de Arocha

[Signature]

Notary Public and Secretary of the Cavildo

[Signature]

D.S. in Cuaderno, September 15, 1747, pp. 32-33;
[Cross]

Be it known to all whom this contract of real sale and perpetual alienation may concern that I, Don Antonio Rodrigues Mederos, a regidor and resident of this villa of San Fernando, grant and acknowledge by this contract that I hereby sell and convey by real sale in perpetuity, now and forevermore, to Don Miguel de Castro, also a resident of the said villa, for the said Don Miguel de Castro, his heirs, successors, and the assign or assigns of the aforesaid Miguel de Castro, the portion of land which I obtained and bought from Captain Don Thoribio de Vrrutia, and the latter from Don Juan Leal Álbares, one of the founders of this said villa, plus all the right in action which, without limitations, His Majesty gave to the said Don Juan Leal as a first settler. The boundaries of the same and the said right in action are recorded in the dispatch for the founding of the villa. I am selling them, free from senso, entail, right of primogeniture, mortgage, or any other liability in favor of any person whatever, for the price and sum of eighty pesos, which the said Don Miguel de Castro has given me and I have received in goods as current prices to my entire satisfaction; but because there is no evidence of the payment and delivery of the same although it is a fact, I renounce the laws of
nom numerata pecunia, proof, payment and exemptions as recorded in each of them in order that they may not be valid for me. I avow that the said piece of land and the right in action are not worth more than the said eighty pesos which the said Don Miguel de Castro has given me and I have received; but if now or at any time, they should prove to be worth more, I hereby make absolute and irrevocable gift, cession, and donation to him of the excess, called by law Ynter vibos. To that end I renounce the laws of the Ordenamiento Real, promulgated in Alcalá de Enares, which treat of purchases or sales for more or less that half the just price, and the four years declared therein to demand one's rights in case of deception; but I avow that there is none—deceit, enormous, most enormous lesion. From the moment that this contract shall have been drawn up, declared, and granted, I shall relinquish all my rights of possession and seignioralty to the said piece of land and the rest, and shall renounce and convey the same to the said Don Miguel de Castro, his heirs, successors, or the assigns of the said Don Miguel de Castro. I give him power and authority in order that he may and shall take possession of the said piece of land and of everything else mentioned. I obligate myself to make the said sale effective and secure against any person or persons who may attempt to discredit it or to bring suit against him. When I shall
have been enjoined by the said Don Miguel de Castro, his heirs, and successors, I shall prosecute the said suit at my expense and risk from its commencement until definitive sentence shall leave him in quiet and peaceful possession of all the said property. If the suit should be lost, I shall be under penalty to return to him the said eighty pesos in effects to his entire satisfaction, and the interest on the money. For the execution and payment of the foregoing, I bind my person and present and future assets. I empower the justices and judges of His Majesty of any locality whatever and particularly those of this province of Texas, to compel me to observe and comply with the foregoing. I submit to their fuero and jurisdiction. I renounce my own fuero, home, and community, the law of Si cumvenerit de Yurisdicione obnium yudicum, in order that to the full force of the law I may be compelled to comply with the contents of this contract as if it were the definitive sentence of a competent judge given and pronounced against me and agreed to by me in a case that had been tried in court and was not subject to any form of appeal. Furthermore, I renounce all the laws, fueros, and rights in my favor and defense, and the general law relative to the general renunciation of laws. In witness whereof, I am granting this contract of real sale before the present notary and the witnesses, namely, Don Ygnacio Lorenzo, Don Joseph Curvelo,
and Don Miguel Santos, residents of this said villa of San Fernando, where this was done of the twenty-first day of the month of May of this year of one thousand seven hundred forty-nine. I, the present notary, certify that it was so granted in my office, that I know the vendor, and the witnesses, and that their names are as they appear herein. In witnesses thereof, they signed this before me, the said notary. I certify.

Antonio Rodriges Mederos

[Rubric]

Joseph Curbelo Ynasio Lorenos [sic]

[Rubric]

Before me:

Fran. Joseph de Arocha

[Rubric]

Notary public and Secretary of the Cavildo

[DS. in Cuaderno, September 15, 1747, pp. 33-34]
Be it known to all whom this contract of real sale and perpetual alienation may concern that I, Don Antonio Rodríguez Meréeros, a regidor and resident of this villa of San Fernando, grant and acknowledge by this contract that I hereby sell and convey by real sale in perpetuity, now and forevermore, to Don Joseph Curvelo, a resident also of the said villa, for the said Don Joseph Curvelo, his heirs, successors, and his legal assigns, a piece of land or suerte on the outer part of the labor of the potrero. It is the first suerte on the north side, and fell to the lot of Joseph Cavrrera, from whom I obtained it as is recorded in the contract he granted to me and is in the office of the present notary; the dimensions of the same are recorded in the archives of the villa, where the grant from His Majesty and the record of the partition of lands are on file. I am selling the said suerte of land, free from senso, entail, right of primogeniture, mortgage, or any other liability in favor of any person whatever, for the price and sum of sixty pesos, which the said Don Joseph Curvelo has given me in goods, to my entire satisfaction, and which I have received; but because there is no evidence of the payment and delivery of the same, although it is a fact, I renounce the laws of nom numererata
pecunia, proof, payment, and exemptions, as recorded in each of them in order that they may not be valid for me. I avow that the said land is not worth more than the said sixty pesos, which the said Don Joseph Curvelo has given me and I have received; but if now or at any time it should prove to be worth more, I make absolute and irrevocable gift, cession, and donation to him of the excess, called by law Ynter vibos. To that end I renounce the laws of the Ordenamiento Real, promulgated in Alcalá de Henares, which treat of purchases or sales for more or less than half the just price, and the four years declared therein to demand one's rights in case of deception; but I avow that there is none of deceit enormous, most enormous lesion. From the moment that this contract shall have been drawn up, declared, and granted, I shall relinquish all my rights of possession and seigniory to the said land, and shall renounce and convey the same to the said Don Joseph Curvelo, his heirs, successors, or legal assigns. I give him power and authority in order that he may and shall take possession of the said land. I obligate myself to make, the said sale secure and effective against any person or persons who may attempt to discredit it or bring suit against him. When I shall have been enjoined by the said Don Joseph Curvelo or his heirs, I shall prosecute the said suit at my cost and risk from its commencement until definitive sentence shall leave him in quiet and peaceful
possession of all [the said property]. If the suit should be lost, I shall be under penalty to give him another piece of land as good as and as well-located as that of this said sale, plus the costs and improvements which he may have made on the said land. For the execution and payment of the foregoing, I bind my person and my present and future assets. I empower the justices and judges of his Majesty of any locality whatever, and particularly those of this province of Texas, to compel me to observe and comply with the contents of this contract. I submit to their fuero and jurisdiction; renounce my own home and community, the law of si cumvenerit de jurisdictione obnium yudicum, in order that to the full force of the law, I may be compelled to comply with the contents of this contract as if it were the definitive sentence of a competent judge, given and pronounced against me and agreed to by me in a case that had been tried in court and was not subject to any form of appeal. Furthermore, I renounce all the laws, fueros, and rights in my favor and defense, and the general laws relative to the general renunciation of laws. In witness thereof, I am granting this contract of real sale before the present notary and the witnesses, namely, Don Ygnacio Lorenzo de Armas, Amador Guerra, and Antonio Ximenes, residents of this said villa of San Fernando, where this was done and granted on the twenty-second day of the month of May of this year of one thousand seven hundred
forty-nine. I, the said notary, certify that this contract was granted in my office, that I know the vendor and the witnesses, and that their names are as they appear above. They signed this before me, the present notary. I certify.

Antonio Rodriges Mederos

Witness:

Ju. Amador Guerra Cañamar

Witness:

Yansio Lorenzo

Before me:

Fran. Joseph de Arocha

Notary Public and Secretary of the Cavildo

D.S. in Cuaderno, September 15, 1747, pp. 34-35.
Be it known to all whom this contract of real sale and perpetual alienation may concern that I, Jabiela de los Ríos, a vecina agregada of this villa of San Fernando, grant and acknowledge by this contract that I hereby sell and convey by real sale in perpetuity, now and forevermore, to Juan Joseph Villegas, also a vecino agregado of the said villa, for him, his heirs, successors, or for the legal assign or assigns of the said Juan Joseph Villegas, one lot fifty varas square, surrounded by a wooden fence, with a jacal or cabaña of zacate, which is bounded on the east by the acequia madre, on the south by the lot of Antonio Guera [sic], on the north by uncultivated and uninhabited land, on the west by Norte Street. I am selling the said lot, cabaña and fence, free from senso, entail, right of primogeniture, mortgage, or any other liability in favor of any person whatever, for the price and sum of one hundred pesos, which the said Juan Joseph Villegas has given me and I have received. But because there is no evidence of the payment and delivery of the same, although it is a fact, I renounce the laws of nom numerata pecunia, proof, payment and exemptions, as contained in each of them, in order that they may not be valid for me. I avow that the said lot, jacal, and fence are not worth more than the
said one hundred pesos which the said Juan Joseph has given me and I have received; but if now or at any time they should prove to be worth more, I hereby make absolute and irrevocable gift, cession, and donation to him of the excess, called by law *ynter vibos*. To that end I renounce the laws of the *Ordenamiento Real*, promulgated at Alcalá de Henares, which pertain to purchases or sales for more or less than half the just price, and the four years declared therein to demand one's rights in case of deception, but I avow that there is none—deceit, enormous, most enormous lesion. From the moment that this contract shall have been drawn up, declared, and granted, I shall relinquish all my rights of possession and seignioralty to the said lot, *cabaña*, and the rest, and shall renounce and convey the same to the said Juan Joseph, his heirs, successors, or legal assigns. I give him power and authority in order that he may and shall take possession of the said lot and the rest. I obligate myself to make the said sale effective and secure against any person or persons who may attempt to discredit it or to bring suit against him. When I shall have been enjoined by the afore-said Villegas, his heirs, and successors, I shall prosecute the said suit from its commencement until definitive sentence shall leave him in quiet and peaceful possession of all the said property. If the suit should be lost, I shall be under penalty to return to him the said one hundred pesos.
plus the price of the improvements which he may have made on the said lot. For the execution and payment of the foregoing, I bind my person and present and future assets. I empower the justices and judges of His Majesty of any locality whatever, and particularly those of this province of Texas, to compel me to observe and comply with the contents of this contract, I submit to their _fuero_ and jurisdiction; renounce my own home and community, the law of _Si conuvererit de jurisdisdicione omnium iudicium_, in order that, to the full force of the law, I may be compelled to comply with the contents of this contract as if it were the definitive sentence of a competent judge given and pronounced against me and agreed to by me in a case that had been tried in court and was not subject to any form of appeal. Furthermore, I renounce all the laws, _fueros_, and rights in my favor and defense, and the general laws relative to the general renunciation of laws. In witness thereof, I am granting this contract of real sale before the present notary and the witnesses, namely, Don Ygnacio Lorenzo de Armas, Don Joseph Curvelo, and Amador Gueera _sic_, Cañamar, who signed for the vendor who said that she did not know how, in this said _villa_ on the twenty-third day of the month of May of this year of one thousand seven hundred forty-nine. I, the said notary, certify that I know the vendor and the witnesses, and that this was granted in my office.
At the request of Javiel de los Ríos I signed this:

Joseph Curbelo

[Rubric]

Witness:

Ju. Amador Guerra Cañamar         Yansio [sic] Lorenzo

[Rubric]                      [Rubric]

Before me:

Fran. Joseph de Arocha

[Rubric]

Notary Public and [Secretary] of the Cavildo

[D.S. in Cuaderno, September 15, 1747, pp. 35-35v]
Be it known to all whom this contract of real sale and perpetual alienation may concern that I, Diego Ernandes, a soldier of the royal presidio of San Antonio de Véjar, grant and acknowledge by this contract that I do hereby sell and convey by real sale in perpetuity, now and forevermore, to Vernardo Joseph Varrón, a resident of the villa of San Fernando, for him, his heirs, successors, or for the legal assign or assigns of the said Vernardo Joseph, one lot fifty varas square with a house of stone and mud nine varas square, and a wooden fence. It is bounded on the north by the street between it and Don Fran. de Arocha, on the east by the lot of Don Juachín de Vrrutia, on the south by the lot of Don Santiago de la Masa, on the east by the lot of the aforesaid Bernardo Joseph Varrón. I am selling the said lot and house, free from senso, entail, mortgage, right of primogeniture, or any other liability in favor of any person whatever, for the price and sum of one hundred twenty-five pesos which the said Vernardo Joseph Varrón has given me in goods and I have received to my entire satisfaction. But because there is no evidence of the payment and delivery of the same, although it is a fact, I renounce the laws of nom numerata pecunia, proof, payment, and exemptions, as contained in each of them. I avow that the said lot and house are not worth more than the said one hundred twenty-five pesos which
the aforesaid Vernardo Joseph Varrón has given me and I have received. But if now or at any time they should prove to be worth more, I hereby make absolute and irrevocable gift, cession, and donation to him of the excess, called by law \textit{Inter vibos}. To that end I renounce the laws of the \textit{Ordenamiento Real}, promulgated in Alcalá de Enares, which pertain to purchases or sales for more or less than half the just price, and the four years declared therein to demand one's rights in case of deception. But I avow that there is none deceit, enormous, most enormous lesion. From the moment that this contract shall have been drawn up, declared, and granted, I shall relinquish all my rights of possession and seignioralty to the said lot and house, and shall renounce, cede and convey the same to the said Vernardo Joseph Varón, his heirs, successors, or his legal assign.

I give him power and authority in order that he may and shall take possession of the said lot and house. I obligate myself to make the said sale effective and secure against any person or persons who may attempt to discredit it or bring suit against him. When I shall have been enjoined by the said Bernardo Joseph, his heirs, or successors, I shall prosecute the said suit, at my cost and risk, from its commencement until definitive sentence shall leave him in quiet and peaceful possession of all the said property. If the suit should be lost I shall be under penalty to return
to him the said one hundred twenty-five pesos plus the improve-
ments which he may have made on the said lot and house. For
the execution and payment of the foregoing, I bind my person
and present and future assets. I empower the justices and
judges of His Majesty of any locality whatever, and parti-
cularly those of this province of Texas, in order that they
may compel me to observe and comply with the contents of this
contract. I submit to their fuero and jurisdiction. I re-
nounce my own home and community, the law of Si cum, venerit
de jurisdicione obnium Yudicum, in order that to the full
force of the law, //I may be compelled to comply with the
contents of this contract as if it were the definitive sen-
tence of a competent judge given and pronounced against me
and agreed to by me in a case that had been tried in court
and was not subject to any form of appeal. Furthermore, I
renounce all the laws, fueros, and rights in my favor and
defense, the general laws relative to the general renuncia-
tion of laws. In witness thereof, I am granting this contract
of real sale before the present notary and the witnesses,
namely, Don Joseph Curvelo, Don Ygnacio Lorenzo de Armas,
and Antonio Ximenes, residents of this said villa, where
this was done and granted on the twenty-third day of the
month of May of this year of one thousand seven hundred
forty-nine, on this paper because stamped paper is not used
and this is a region subject to war. I, the present notary
certify that this was executed thus in my office on the above-said day, month, and year. I also certify that I know the vendor and the witnesses. One of them signed for the said vendor because he said he did not know how to write his name. I certify to all the foregoing.

At the request of Diego Ernandes, I signed this:

Joseph Curbelo [Cross] Yansi Loreso

Before me:

Fran. Joseph de Arocha

Notary Public and [Secretary] of the Cavildo

[D.S. in Cuaderno, September 15, 1747, pp. 35v-36v]
Sale of 1 lot by Jetrudres de la Garza to Alberto López

Be it known to all whom this contract of real sale and perpetual alienation may concern that I, Jetrudres de la Garza, the widow of Martín Sausedo, grant and acknowledge by this present contract that I hereby sell and convey by real sale in perpetuity, now and forevermore, to Don Alberto López, a resident of the said villa, for him, his heirs, successors, and for the legal assigns of the said Don Alberto López, one lot forty-five varas wide and fifty long, with some fruit trees. I am so doing, in order to exonerate my late husband, Martín Sausedo, who, during his lifetime, sold the said lot; for I know that the reason he did not execute a contract was because he went out of the province as soon as he had made this sale and that when he returned he was so near death that he did not last three days. The said lot is bounded on the north by the one in which I live, on the east by the lot of the coyote Chritóval Valdés, on the south by the lot of Don Alberto Lopes, on the west by North Street, as it is called. I am conveying the said lot which my late husband sold, free from senso, entail, right of primogeniture, mortgage in favor of any person whatever, for the price and sum of sixty-four pesos, which the said Don Alberto López gave to my husband, may he rest in peace, for us and to our entire satisfaction.
And because, during the lifetime of the said deceased, we spent, conjugally, the payment he Don Alberto López made us for the said lot and there is no evidence of it, I renounce the laws of non numerata pecunia, proof, payment, and exemptions as recorded in each and all of them. I avow that the said lot is not worth more than the said sixty-four pesos which the said Don Alberto López gave us and we received and spent. But if now or at any time, it should prove to be worth more, I hereby make absolute and irrevocable gift, cession, and donation to him of the excess, called by law inter vibos. To that end I renounce the laws of the Ordenamiento Real, promulgated at Alcalá de Henares, which pertain to purchases or sales for more or less than half the just price, and the four years declared therein to demand one's rights in case of deception. But I avow that there is none—deceit, enormous, most enormous lesion. From the moment that this contract shall have been drawn up, declared, and granted, I shall relinquish all my rights of possession and seignioralty to the said lot, and shall renounce, cede and convey the same to the said Don Alberto López, his heir, and successors. I give him power and authority in order that he may and shall take possession of the afore-said lot. I oblige myself to make the said sale effective and secure against any person or persons who may attempt to discredit it or to bring suit against him. When I shall
have been enjoined by the said Don Alberto López, his heirs, and successors, I shall prosecute the said suit, at my cost and risk, from its commencement until definitive sentence shall leave him in quiet and peaceful possession of all the said property. If the suit should be lost, I shall be under penalty to return to him the said sixty-four pesos he gave us, plus the interest on the said money and the improvements which he may have made on the said lot. For the execution and payment of the foregoing, I bind my person and present and future assets. I empower and authorize the justices and judges of His Majesty of any locality whatever to compel me to observe and comply with the contents of this contract as if it were the definitive sentence of a competent judge given and pronounced against me and agreed to by me in a case that had been tried in court and was not subject to any form of appeal. Furthermore, I renounce all the laws, fueros, and rights in favor and defense of women on order that they may not be valid for me, and the general laws relative to the general renunciation of laws. In witness thereof, I am granting this contract of real sale before the present notary and the witnesses, namely, Amador Guerra Cañamar, Don Joseph Curvelo, and Don Ygnacio Lorenzo, residents of this said villa, where this was done and executed on the twenty-eighth day of the month of May of this year of one thousand seven hundred forty-nine. I, the present notary, certify that this was thus granted in my office and that I
know the vendor and the witness. The said vendor did not sign because she said she did not know how. She requested one of the witnesses to sign for her. Amador Guerra Cañamar did so and signed this with the witnesses before me, the present notary public and secretary of the cavildo. I certify.

Corrected: But if now or at any time, it should—Valid.

Amador Guerra [sic] Cañamar

[Rubric]

Before me:

Fran. Joseph de Arocha

[Rubric]

Notary Public and Secretary of the Cavildo

D.S. in Cuaderno, September 15, 1747, pp. 36v-37v
In the villa of San Fernando in the jurisdiction of Texas and New Philippines, on the . . . day of the month of June of the year of one thousand seven hundred forty-nine, before me, the notary and the witnesses, appeared in person Don Man. de Caravajal, alferes of the company of the royal presidio of San Antonio de Véjar, whom I certify I know to be the one mentioned herein, and said that in view of the fact that he had served the King our Lord (may God guard him), since the year of one thousand seven hundred twenty-three, and that he may have some claims to present before the King our Lord (may God guard him), and before the Most Excellent Viceroy in his royal Audiencias, in regard to the services he has rendered in this province—for which purpose he needs a proxy in the capital of Mexico—since he is well acquainted with and has complete confidence in General Don Juan Antonio Vustillo y Zevallos, who as former captain and governor of this province knew him in the royal service, for this reason and for the said purpose of his claims, the said Don Man. de Caravajal said that he granted and did hereby grant this his power to the said General Don Juan de Bustillo, in order that, representing his own person, rights, and actions, he may appear and he shall appear before the King our Lord, the Most Excellent Viceroy of this New Spain in his royal Audiencias, or before whomever he may and should appear according to law. He shall enter action before all the above-mentioned tribunals, present charges, proof or confirmation of
the same, to which in recognition of his services he may or shall be entitled. For that purpose he shall present all the papers and other records, which, by virtue of his services, may be in his favor. To that end and for all accessory and relevant actions, he hereby gives and grants to him this power, especially, for the above-said purposes, with free and general authority to institute legal proceedings, swear to oaths, and make substitutions when necessary.

[Fragment in Cuaderno, September 15, 1747, p. 37v]