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Yours sincerely,
Winthrop M. Tuttle, Esq.,
Lord's Court Building,
New York City.

Dear Sir:—

I beg to enclose herewith for execution by you, an Agreement between W. M. Wiley and the Amity Land Company of Colorado.

I shall be much obliged if you will execute the same before a Notary Public and return it to me at your early convenience.

Respectfully yours,

Enclosure.
Old Water Rights.

HOLLY, Prowers Co., Colo. May 27, 1898.

Mr. A.W. Krech,
C/o Mercantile Trust Co.
New York City.

Dear Sir:

We have outstanding under the Amity canal about 70 old water rights. These old water rights differ from the water rights which we are now issuing, mainly in the three following points. The assessment is limited to $12 per year instead of $25, for maintenance, and this assessment for $12 a year covers 1.44 cubic feet of water, whereas our assessment is $25 for 1 cubic foot, so that they pay $12 for the maintenance of a quantity of water which under our present rules and regulations, they would pay for the same water $36 per year. The second important matter is, that that part of the old water right which contemplates a new company when the capacity of the ditch has been sold, says that a new company must be formed and makes it mandatory, whereas the contracts issued by us to-day, say that a new company may be formed and leaves it at our option. It is very probable that the time may come when the existence of two kinds of contracts with the differences set forth above, may be very awkward. In turning out water from our reservoirs into the canal, it is going to be very difficult to see that reservoir water shall not get into the headgates of these old water right owners. Do you think it would be wise to say to the old water right owners, that if they will accept our new contract and pay water assessments at the rate of $25 per cubic foot per year, that we will give them a supplementary supply of reservoir water?

Respectfully yours,
giving the matter careful thought and taking advice from those whom I consider to be best posted.

Very respectfully yours,

[Signature]
THE AMITY LAND AND IRRIGATION CO.

HOLLY, PROWERS CO., COLO.       June 6th, 1898.

Land Contract No. 3249.

Close Bros & Co.
Chamber of Commerce,
Chicago, Ill.

Gentlemen:

We enclose herewith land contract #3249 to Herbert and Harry
Hopkins, for the N.1/2 S.W. 30-22-42. Also letter of J.H. Hopkins to
Mr. Fred Mohl, to the effect, that his commission of $1 per acre is
to be applied on the first payment. Mr. Hopkins has paid all of the
$229.45 on the contract with the exception of the $76 and three
cents due as commission. If you approve of the commission being
applied as stated, we will give him a receipt for $76.03, which will
finish the payment.

Respectfully yours,
Trip to New York,

Mr. A. W. Krech,

C/o Mercantile Trust Co.

New York City.

Dear Sir:

Since writing you this morning, I have been thinking over this land purchase matter, and I think I had better come on to New York and talk it over with you. If you approve of my coming, please telegraph me.

Yours respectfully,

W. M. WILEY,
HOLLY, Prowers Co., Colo. June 3, 1898.

Purchase of Lands.

Mr. A. W. Kreig,

C/o Mercantile Trust Co.

New York City.

Dear Sir:

I have carefully noted your favor of May 31st, and shall of course act in hearty accord with the instructions therein contained. There are one or two pieces of land which I have agreed to purchase, and of course you will understand that when these sales are carried through, is not meant to act contrary to these instructions.

I have just re-read my letters of the 18th and 25th, to you and feel that I have said all in them that can be said on this subject. The modus operandi, as I understand you wish it in future, will be, that when a man offers a piece of land, the field note will be submitted to Close Bros, and upon their approval of the field note, that an abstract shall be submitted to them. It would take about a week for them to pass on the field note at the shortest possible time, and the shortest possible time for passing on the abstract, would also be a week. According to past experiences, it would take 30 days from the time the man offered us the land, to have it decided.

I wish to be put on record again as saying, that I am confident the amount of land necessary to make this enterprise a success, cannot be purchased at a fair figure, by this method. I wish also to call your attention, the fact that if water is not applied to land in Colorado at $3.12 per acre, it has to go to Kansas where we are to pay $6 per acre.

Respectfully yours,
Resignation of Mr. Thatcher,

Mr. A. W. Krech,

C/o Mercantile Trust Co.

New York City.

Dear Sir:

Since writing you yesterday, I have been thinking of the request which you sent to Judge Rogers, that Mr. Thatcher tender his resignation. There is no practical reason why he should not resign and the office of the Great Plains Water Storage Co. be kept in New York; on the contrary I think it would be the better plan; but I want to call to your attention that Mr. Thatcher has served us splendidly and has placed under obligations to him. Please also bear in mind, that in the serving of us under the circumstances which have existed, that he has incurred more or less feeling from Mr. Moffat and his friends. At the time when Mr. Thatcher first publicly announced his friendship for us and espoused our cause, friends were very rare in Denver and it cost something to show such friendship. Therefore if Mr. Thatcher's resignation is requested, I hope that either Mr. Searles or Mr. Hyde, will write Mr. Thatcher a personal letter, thanking him for his help to us, and that they will ask Mr. Thatcher to call on them when he is next in New York, so that they can personally thank him. I am sure if you call the attention of either Mr. Searles or Mr. Hyde to this matter, that they will see the force of my position.

Judge Rogers writes that he saw some reasons why the officers should not be moved, and of course as to his legal reasons, I know nothing.

Respectfully yours,

[Signature]
Application of John Gores
Close Bros & Co.

Chamber of Commerce,
Chicago, Ill.

Gentlemen:

Enclosed please find application of John Gores for purchase of part N.W. S.W. 14-23-42, and also enclosed please find amendment to application of H.A.Pettee.

Respectfully yours,
THE AMITY LAND AND IRRIGATION CO.

HOLLY, PROWERS CO., COLO. June 3, 1898.

Mr. A. W. Krech,
C/o Mercantile Trust Co.
New York City.

Dear Sir:

I enclose you herewith report of F. W. Montgomery, superintendent of irrigation.

Respectfully yours,

W. M. WILEY,
Manager
E. C. HAWKINS,
Chief Engineer
HOLLY, PROWSERS CO., COLO.  June 3, 1898.

Purchase of Lands.

Close pros & Co
Chamber of Commerce,
Chicago, Ill.

Gentlemen:

I carefully note your favor of June 1st, and have received instructions from New York, probably sent before your copy of this letter reached them, stating that you were to pass on all field notes as well as abstracts. There are some pieces of land, among which is the new lands, that I have agreed to purchase at the price fixed. Other than these all field notes will be submitted to you.

As you very properly say, it hardly profits us to into the legal matters affecting the case. In due time, they will probably be developed and if we have not guided our ship so as to keep off the breakers, the company will pay for its experience.

Respectfully yours,
Indian Claims.

Mr. A. W. Krech,
C/o Mercantile Trust Co.
New York City.

Dear Sir:

Enclosed please find correspondence relating to the Indian Claims lying north of Lamar, in regard to which matter, we have had some correspondence and several conversations. Suffice it to say at this time, that one of the reasons for purchasing these claims, is to prevent a very serious fight which is eminent, which the owner of these claims will make for water. They having the money and the inclination necessary to carry on a very serious fight if they once take it up. I am sending you this correspondence with a request that in this particular case, you permit Judge Rogers to pass on the title, instead of Close Bros & Co. My reason for making this request, is that Close Bros & Co. have failed to properly pass on the title. Under date of April 27th, they write me finding title in O.G. Hess and failing altogether to find title in the Thatcher's. As usual they want certain "i's" dotted and "t's" crossed, and not only fail to find title in Thatcher's, but fail to find that a fundamental defect in the claim has not been cleared up because of the relation of Julia Guerrier to the matter.

Under date of May 7th, Judge Goodale writes me criticisms on this title in view of Close Bros & Co.'s letter. Upon my sending this letter to Close Bros, they write me under May 15th, making a rather lame excuse and saying that they did not refer to the fatal defect caused by
Julia Guerier's relation to the matter because, "they considered this to be so well and generally known, that it was not necessary to refer to it?" When titles are passed on, they are supposed to be passed on and fatal defects are usually referred to whether the matter is supposed to be generally known or not. They then go on to say "if the Thatchers are to join with Hess in the deed,"; there should be no "if" about this, deed cannot be made unless Thatchers join with Hess.

Being somewhat at sea in the matter, I asked Judge Rogers to make an exhaustive examination of these claims, which he did under date of May 23rd. I do not expect that you will have time to bother with this correspondence, but the matter is a very important one and I suggest that you refer the matter to your attorney or some other person familiar with the passing of abstracts, and let them advise you whether or not Judge Rogers has not in this matter, shown the necessary ability to pass on this abstract as against Close Bros & Co.

In regard to the profits accruing from this purchase. There is about 200 acres that is not first class irrigable land, but let us suppose that there are only 800 acres of first class land. These 800 acres would take 10 water rights, with a water right to each 80 acres. Then let us suppose that the cost of putting the land in good shape for selling at a high price, was $2000. We have the total cost as follows:
Land, $16,000; water $6400; improvements $2000; total cost, $24,400.
I believe that this land can be sold for $100 per acre in 10 acre tracts. Let us suppose that we would sell it for $50 an acre. 800 acres at $50, is $40,000, leaving us a profit on the greatest possible margin, of $16,000. I would almost be ready to guarantee this profit, and I am perfectly certain that we can make a profit of from 32 to 50 thousand
dollars on the deal. I not only make this profit by this trade, but I shut off the only serious danger of a water fight which exists under the canal.

It makes me so dreadfully tired when I am dealing with a matter of this sort, to have abstracts thrown back on me because quit claim deeds, which both Judge Rogers and Judge Goodale say are nullities, are made to an estate, and this matter hung up and I am harassed, I cannot get the contracts signed and the troubles and annoyances incident to such a transaction, are increased a thousandfold. The duties and responsibilities of the position which I occupy are sufficiently great for me to expect the people who are associated with me in the enterprise, would help me instead of throwing every conceivable stumbling block in the way, which they can raise in their imaginations.

I hate to burden you with this correspondence, but there is no other way possible than to send these facts to you and have you refer the matter to your attorney or some one who will read it for you.

Respectfully yours,
LAMAR, COLORADO, April 19th, 1898.

W. M. Wiley, Esq.
Holly, Colorado.

Dear Sir:

I enclose you herewith three abstracts of title, being one for N.1/2 Sec. 27-22-46, 320 acres, Indian Claim No. 26 and Indian Claim No. 27, furnished by D. Kesee.

The title to N.1/2 Sec. 27-22-46 is in O. G. Hess, and John A. Thatcher and Malon D. Thatcher; title to Indian Claim No. 26, in Amy Kesee. These abstracts of title should be forwarded at once to Chicago for examination and approval, and passed on as soon as possible. I enclose three deeds that you may forward to Chicago, that they may draw up the description of the land.

Yours truly,

(Signed) C. C. Goodale.
HOLLY, PROWERS CO., Colo.

Chicago, April 27th, 1898.

W.M. Wiley, Esq.
Holly, Colo.

Dear Sir:

Referring to your favor of 7th and 19th inst. in re N/1/2 27-22-46 and Indian claims Nos. 26 & 27, we beg to say, that we find the title to N.1/2 27-22-46 in O.C. Hess subject to unpaid taxes for 1897 and previous years which taxes we understand you have arranged to be paid by the grantee. We compass the title to this half section but from the descriptive notes furnished, it doesn't seem to be very desirable tract to acquire, although we cannot form any idea of the extent of the high places that will require levelling to make it susceptible of irrigation and consequently salable. Also the title to the Indian claims Nos. 26 & 27, would say that the same is defective as shown by the abstracts. Conveyance at No. 7 in each abstract runs to estate of John W. Prowers deceased. We do not understand that a conveyance to an estate is any good, same should run to the heirs, naming them or to executors or administrators, naming them. We do not know of course whether the deed at No. 7 is correctly abstracted or not but presume it is. Also we notice in claim No. 27 O.C. Hess has only a half interest, the other half interest remaining in name of John W. Prowers and belonging to the estate of John W. Prowers deceased. Unless the defects in the title to claims Nos. 26 & 27 as above noted, can be rectified, we fear it will be impossible to do anything with them. We return abstracts herewith voz: N.1/2 27-22-46, Indian claims Nos. 26 & 27 and letter of C.C. Goodale. We are sorry to report so unfavorably on this proposition but until we have more particulars as to the acreage of irrigable and nonirrigable land on N.1/2 27-22-46 and the location of each, it is impossible for us to recommend the acquisition of any part of it.

Yours truly,

(Signed) CLOSE BROS. & CO.
W.M. Wiley, Esq.
Holly, Colorado.

Dear Sir:

I have your favor containing the opinion of Close Bros & Co. upon the title of Indian Claims Nos 26 & 27, and note that the objection they make is as to the deeds at No. 7 in each abstract, in which the grantee as named in abstract is the estate of John W. Prowers, deceased, and that such a grantee cannot be considered good.

I would state in regard to that, as to Indian Claim No. 27, that the title does not rest upon that conveyance, that the deed is simply a quit claim deed intended to correct, in the case of Indian Claim No. 27 simply the name of Mary Keith. The United States conveyed the land in the first instance to "Mrs Mary Keith". With her husband, Ben P. Keith, she conveyed the land by warranty deed at No. 2 of abstract as "Mary E. Keith" to John W. Prowers; afterwards on July 17th, 1896, she quit-claim this tract to the "Estate of John W. Prowers", which, as stated by Close Bros & Company, could not receive a conveyance and as far as that deed is concerned, it may be treated as surplusage and as conveying nothing but as shown at No. 5 and 6, Mrs Mary Keith by affidavit and her husband also, show that although in the deed at No. 2, she signed her name as Mary E. Keith, yet that she is the same and identical person as Mrs Mary Keith to whom the land was conveyed by the United States. Now it seems to me that treating the deed at No. 7 as conveying nothing, yet it is evident that the title to Indian Claim No. 27 at No. 2 vested in John W. Prowers.

Now John W. Prowers at No. 3 by warranty deed conveyed an undivided one half interest to John H. Thatcher and Mohlon D. Thatcher, consequently when he died he only owned an undivided one half interest, which reverted to his heirs, and which they have conveyed to O.G. Hess and John A. Thatcher and Mohlon D. Thatcher and not in O.G. Hess and The Estate of John W. Prowers asstated in the opinion of Close Bros & Co. In my opinion this title is perfect and free from all liens except taxes. I might state here that I am informed that Rogers and Shaffroth once passed this title as good.

As to Indian Claim No. 26, I am somewhat surprised that the only objection that is made is to the conveyance at No. 7, when a quit claim deed is executed to the Estate of John W. Prowers deceased. As remarked in No. 27, this conveys nothing, as an estate can take nothing. But there is a more fatal objection to this title than that, as there is nothing shown that absolutely proves that Julie Conier to whom patent is issued, is dead, than an affidavit that they believe she is dead, but there is no proof, such as the law requires, showing that she is dead, and until that is satisfactorily shown, all of the other conveyances are of no value.

I would state further that an examination of the deeds shown at No. 7 of each abstract, shows that these deeds to which objections are made, convey in one instance to the estate of John W. Prowers deceased, and to "their heirs and assigns forever" and in the other to "his heirs and assigns forever."
In my opinion therefore the title to Indian Claim No. 27 and N.1/2 Sec. 27-22-46 is good as it now stands, while the title to Indian Claim No. 26 is bad and it could not be cured even if a quit claim deed from McDade was procured. I write this simply to give you my opinion that they have not examined these abstracts as carefully as they usually do.

Yours truly,
(Signed)  C.C. GOODALE.
Chicago, Ill. May 13th, 1898.

W. M. Wiley,  
Holly, Colo.

Dear Sir:

We have yours of 11th regarding alleged delay in this office in passing on abstracts. It is impossible for us to say beforehand how long it may require to pass on any given title. Much depends upon what shape the title is in. In many cases the abstracts have to go back for correction or completion. Sometimes our attorneys are unable to give us their opinion on abstracts for several days in consequence of engagements in court, etc. As a general rule you can count on our sending out an opinion in from three to five days after an abstract reaches us, and provided the abstract is in proper shape when first sent in. In the Keeve case, abstracts reached us on April 22nd, and were returned on April 27th. In our letter of that date we did not go into the title of claim 26 as fully as we might otherwise have done had we not previously on several occasions dealt fully with this title in connection with the missing Julie Genier. We supposed that everybody was familiar with this fatal defect. We advised that title was good as to N. 1/2 27-22-46, but called your attention to the fact that 100 acres being in the river and part of the remaining 220 acres being non-irrigable unless leveled down, the land at $3200, was in our opinion not very desirable.

As regards claim 27, we understood deed was to be taken from Hess, who had only a 1/2 interest.

We heard nothing more of the matter till the 12th of May, when we received yours of 10th enclosing Goodale's letter to you of the 7th, but not returning the abstract for claim 27. If the Thatchers are to join with Hess in the deed, this abstract had better be returned with that information. It appears to us on the above facts, that if there was unreasonable delay anywhere in this matter, it was not in this office.

Yours truly,

(Signed) CLOSE BROS & CO.
Mr. W. M. Wiley,
Holly, Colorado.

My Dear Mr. Wiley:

I have examined the abstracts of title purporting to show all instruments of record in Prowers County relating to Indian Claims Nos. 26 & 27: That you may have the result of my investigations before you for future reference, I beg to report in full as follows:

ORIGIN OF INDIAN CLAIMS.

On the 18th day of February, 1861, a certain treaty was concluded between the United States of America and Arapahoe and Cheyenne Indians of the upper Arkansas River, which, with amendments, was ratified by the Senate Aug. 6th, 1861, and which said amendments finally accepted by the said tribes on the 29th day of Oct. 1861, and proclaimed by the President Dec. 5th, 1861. 12th U.S. Statutes at Large, page 1165.

The first article of the treaty provides as follows:

"All said chiefs and delegates of said Arapahoe and Cheyenne tribes of Indians do hereby cede and relinquish to the United States all the lands now owned, possessed or claimed by them wherever situated, except a tract to be reserved for the use of said tribes, located within the following described boundaries, to-wit: Beginning at the mouth of the Sandy Fork of the Arkansas River, extending westwardly along the said river to the mouth of Purgatoire River; thence along up the west bank of the Purgatoire River to the northern boundary of the Territory of New Mexico; thence west along the said boundary to a point where a line drawn due south from a point on the Arkansas River 6 miles east of the mouth of the Huerfano River would intersect said northern boundary of New Mexico; thence due north from that point on said boundary to the Sandy Fork to the place of beginning."

This treaty consisted of twelve articles and related among other things to the assignment of lands in severalty to members of said tribes, without distinction of age or sex, but as no part of said treaty, except said article one, is referred to at any subsequent time, they do not seem to be of particular consequence.

On the 14th day of October, 1866 another certain treaty was concluded between the United States of America and the Cheyenne and Arapahoe tribes of Indians, which with amendment was ratified by the Senate on May 22, 1866, and which said amendment was accepted by said tribes on Nov. 10 and 19th, 1866, and proclaimed by the President Feb. 2nd, 1867. 14th U.S. Statutes at Large, page 703.

By Article five of said treaty, it is provided as follows:

"At the special request of the Cheyenne and Arapahoe Indians, parties to this treaty, the United States agreed to grant by patent in fee simple to the following named persons, all of whom are related to the Cheyennes and Arapahoes by blood, to each an amount of land equal to one section of 640 acres, viz: to Mrs Margaret Wilmarth and her children Virginia Fitzpatrick and Andrew Jackson Fitzpatrick; to Mrs Mary XXXXXX Keith and her children, William Keith, Mary J. Keith and Francis Keith; to Mrs Malinda Pepperidin and her child, Miss Margaret Pepperidin; to Robt. Poizal and John Poizal; to Edmund Guerrier, Rosa Guerrier and Julia Guerrier; to Wm. W. Bent's daughter, Mary Bent Moore and her three children Edia M., Wm. Bent Moore and George Moore; to Wm. Bent's children..."
George Bent, Charles Bent and Julia Bent; to A-ma-che, wife of John Prowers and her children Mary Prowers and Susan Prowers; to the children of Ote-se-ot-see, wife of John Y. Sickles, viz; Margaret, Minnie and John; to the children of John S. Smith, interpreter, Wm. Gilpin Smith and daughter Armana; to Jennie Lind Crocker, daughter of Ne-sau-hoe or Are-you-there, wife of Lieutenant Crocker, to Winoor daughter of Ta-w-e-noh, wife of A.T. Winoor, sutler, formerly of Ft. Lyon. Said lands to be selected under the direction of the Secretary of the Interior from the reservation established by the first article of their treaty of Feb. 18, A.D. 1861."

By Section 9 as amended by the Senate and accepted by the tribes it was provided "upon the ratification of this treaty all former treaties are hereby abrogated."

In pursuance of the last above treaty, Indian Claim No. 26 was surveyed July 2nd, 1869, and Indian Claim No. 27 was surveyed July 3rd, 1869, and orders were entered in each of the above instances by the Secretary of the Interior on May 26th, 1870, that patents be issued to the reserves respectively as therein named for the lands described by metes and bounds as per said surveys.

INDIAN CLAIM NO. 26.

The Julia Guerrier to whom by said 5th article of the treaty of October 14, 1865, 640 were to be conveyed, by the affidavits included in the abstract of title of said claim, appears to have been born about the year 1840. From 1851 to 1857, she is said to have attended school at St. Mary's Mission in Kansas, after which she went to St. Charles, Missouri, where she remained until the death of her father in the year 57 or 58, after which she went to Collinsville, Ill., under the guardianship of Henry P. Mayer. In 1860, when she became of age, she again went to St. Charles and resided with a French family until the spring of 1863, when she left with said family for France, since which time no word has been received of or from her. As appears by the affidavits, she had a brother therein designated as Ed G. Guerrier, who is undoubtedly identical with Edmund Guerrier named in said article five of the treaty, and a sister, Rosa Guerrier, who is undoubtedly identical with the Rosa Guerrier, named in article five of the treaty. It will thus be seen that at the time the treaty was concluded Julia Guerrier had not been heard of for two years. It is to be presumed however, in the absence of evidence to the contrary, that she was in life at the time the treaty was concluded. She thereupon became entitled to the claim in question, and although the patent was not issued until Sept. 20, 1870, it related back to the date of the treaty. It appears by the affidavits referred to that said Julia Guerrier has not been heard from directly or indirectly by any of her relatives, to whom information would be supposed to come. Seven years ansebee under such circumstances raises a presumption of death, but without any inference or suggestion as to when the death occurred; nor does the presumption go so far as to negative the probability of having died with issue, or having left a husband or wife, as the case may be. When last heard of, she was about 23 years of age, and if now living, would be about 58 years of age. It is therefore possible, first, that she is still home, second, if dead, that she left a husband or children or both surviving her. The patent issued to her was dated Sept. 20, 1870 and appears to have been recorded in Bent County on May 1st, 1871. By whom this instrument was placed of record, by whom possession was taken, if taken at all, and by whom taxes were paid, if paid at all prior to the
year 1882, no information is furnished.

February 18th, 1882, Ed. G. Guerrier, representing himself as sole surviving heir of Julia Guerrier, made a warranty deed to said claim to Jno. W. Prowers, which deed appears to have been recorded in Bent County on 23rd of March, 1882, and in Prowers County Feb. 16-1889. This deed appears to have been acknowledged before a United States commissioner for the western district of Arkansas at Ft. Reno, Indian Territory, from which it is fair to infer that said Ed G. Guerrier had not been upon the premises. His own affidavit indicates that he had been living at or near Darlington, Agency, Indian Territory. The deed in question was undoubtedly obtained by said prowers upon the theory that said Ed G. Guerrier was, as represented in said deed, the sole heir of Julia Guerrier. It however appears by the affidavit of the said Ed G. Guerrier and Mrs Mary Keith and Thos. McDade that Rose Guerrier had been married in January 1880, at Darlington, Indian Territory, to said Thos McDade, of which marriage there was born on Dec. 6th, 1880, Edward Guerrier McDade; that said Rosa Guerrier died intestate about the 9th of December 1880; that the child Edward Guerrier McDade died at some time during the year 1882, at Ft. Worth, Texas. Therefore, at the time the deed was executed by Ed G. Guerrier, he was not in fact the sole heir of Julia Guerrier, if she were dead at that time, the said child of Rosa Guerrier, if then living as seems probable, and the said Thos. McDade, husband of the said Rosa Guerrier, being also interested in said Indian Claim.

The abstract indicates that during the years 95 to 97, a search was made for said Julia Guerrier, and in case of her death, for her heirs with the result as already stated, that it was found that said Ed G. Guerrier was not the sole surviving heir of Julia, but that said Thos McDade as the husband of Rosa Guerrier, and possibly also as the heir of Edward Guerrier McDade, was also interested in said claim.

On August 23rd, 1895, for the purpose of acquiring the interest of said Thos. McDade, a quit-claim deed was executed to "The estate of John W. Prowers, deceased"; this deed, however, was invalid, and of no force and effect, since the law does not recognize "The estate of John W. Prowers, deceased", as representing any definite grantee or grantees.

I cite you two authorities bearing upon this conveyance:--McInery vs. Bede, 39 Pac. 130; Simmons vs. Spratt, 1 Sp. 360 (Fla). I note however, in the abstract, in pencil, the words "heirs and assigns" If this deed should read to the heirs and assigns of John W. Prowers, deceased, instead of the estate of John W. Prowers, deceased, it would be a good deed.

Apparently assuming that the deed of Edward G. Guerrier and Thos McDade vested title to said claim in the heirs of John W. Prowers, a conveyance appears to have been made on Aug. 17, 1897, by John W. Prowers, Jr., and others designating themselves only heirs of John W. Prowers deceased, to Amy Keesee, who now claims title to said premises.

My comments on the instruments connected with the title of said Indian Claim are as follows:

First: that assuming Julia Guerrier to be dead, which presumption arose in 1870, there is no title in said Amy Keesee, except to the one half to which the said Ed G. Guerrier was entitled.

Second: It is possible that Julia Guerrier is still living, or if not living, that she has left a husband or direct descendants, in either of which events, all of the conveyances subsequent to the patent of the United States are of no force or effect except as hereinafter noticed.
Third: The deed of Ed. G. Guerrier to John W. Prowers made Feb. 18, 1882 purported to convey said claim and was sufficient within the meaning of our Statutes concerning limitations to give "color of title," and if followed by payment of taxes for 5 consecutive years, would, except as against infants, etc., establish title.

John W. Prowers appears to have died about the 14th of Feb. 1884 so that during his life time, he could not have paid taxes upon the premises for 5 consecutive years. It is however probable that taxes continued to be paid by his heirs, so that together with the taxes paid by John W. Prowers, or independently of his having paid taxes, they have paid taxes for 5 consecutive years. The abstract gives no information on this point, nor would the present records of Bent County do so, inasmuch as the records of that county were destroyed in about 1889. There ought to be among the papers of the heirs of John W. Prowers receipts for taxes paid on said claim for 5 or more consecutive years. If such should be the case, then if Julia Guerrier is still living, she would have lost all title to the same and said Amy Keesee would now be the owner thereof.

If, however, she died prior to the payment of taxes for 5 years, then her children, if any were living, if not more than 22 years of age, would be entitled to redeem such property. If she left no children, her husband, or if one survived her, or if none survived her, then her collateral heirs, namely, Ed. G. Guerrier and Thos. McDade, would have lost all interest in said property. From this it will appear that if the heirs of John W. Prowers, deceased, can show receipts for taxes paid on said premises for 5 consecutive years, the only contingency that could defeat the title thus vested, would be the possibility of children of Julia Guerrier, not yet of full age. If such receipts exist I would advise that an action be brought by Amy Keesee to quiet her title to said premises, by which she could establish her claim beyond all peradventure, except as to the possibility of minor heirs of said Julia Guerrier.

So far as the abstract now shows, Amy Keesee is not the owner of Indian Claim No. 26, except as to one half thereof, based upon the presumption that Julia Guerrier died prior to 1882 without issue and without a husband.

**INDIAN CLAIM NO/ 27.**

The person described in article 8 of the treaty of 65 and to whom patent was afterwards issued by the Government, was Mrs Mary Keith. On May 13, 1869, Mary E. Keith and Ben F. Keith executed a warranty deed to John W. Prowers of said claim. Two inquiries are to be made concerning this conveyance; first, was Mary E. Keith the person named in the treaty and the person to whom the patent was issued; second, at the time of executing the deed, did she acknowledge the same separate and apart from her husband, and did the officer taking such acknowledgement, certify that the same was made, upon examination, separate and apart from and out of the presence of her husband, and that he had fully explained to her the contents, meaning and effect of such deed. At the time the conveyance was made, the law required such separate acknowledgement.

The abstract does not give a copy of acknowledgement and I am therefore unable to pass upon that feature.
Afterwards John W. Prowers, by deed dated March 25, 1872, conveyed an undivided one half of said claim to John A. and Malon D. Thatcher, who still apparently hold that interest in the property. Affidavits appear to have been secured in July 1895, showing that Mrs Mary Keith and Mary E. Keith were one and the same person. Apparently to cure any error in the title, a second deed was made on July 17, 1895 from Mrs Mary Keith, alias Mary E. Keith, in which the grantee was "The estate of John W. Prowers, deceased" of Bent County, Colorado. The other undivided one half of the claim by deed of August 17, 1897, appears to have been conveyed to O. G. Hess. Title to this claim therefore is in John A. Thatcher, Malon D. Thatcher and O. G. Hess, provided of course that the deed from Mary E. Keith and Benj. F. Keith to Jno. W. Prowers, is regular and sufficient. The deed from Mrs Mary Keith to the estate of John W. Prowers deceased, for reasons stated in connection with Indian Claim No. 26 is a nullity.

In this case Thatcher, Thatcher & Hess should obtain a deed to themselves direct from Mary E. Keith.

I recollect of your speaking of taxes being unpaid on both of these claims, so that I understand you are fully advised in that respect, but lest there should be any question about it, your attention is called to the fact that they were both sold on the 22nd of December, 1895, for the taxes of 1895.

Very sincerely yours,
(Signed) PLATT ROGERS.
DENVER, COLORADO, MAY 27th, 1898.

Judge C.C. Goodale,
Lamar, Colorado.

My Dear Judge:

I hasten to answer your favor of the 26th inst., enclosing copy of deed from Mary Keith to the estate of John W. Prowers, deceased, dated July 17th, 1895, and also copy of acknowledgement to deed executed by Mary Keith May 13, 1869.

As to the first named instrument, I do not consider that the addition of the words "To their heirs and assigns forever" in the one place, and "Its heirs and assigns" in the other add any strength. The designation of the grantee as "The estate of John W. Prowers, Deceased" being too indefinite to constitute a valid conveyance; the addition of the words "heirs and assigns" founded on such indefinite designation certainly does not make the grantee any more definite than before. I therefore reject the deed of July 17th, 1895, as insufficient for any purpose.

As to the acknowledgement of the deed executed in 1869, the probabilities are that it would be held sufficient, although I confess myself in doubt concerning the same.

In the Statutes of 1869, Section 17 of the Act concerning conveyances, which was in force from July 1st, 1869 to March 1st, 1874, provides the only method by which a married woman could at that time make a valid conveyance of lands.

If you have not the revised statutes of 1869, you will find the language of the Act in the case of Nippe1, vs. Hammond, 4 Colo. 211. It was then required that the officer should certify that "The contents, meaning and effect of such deed were by him fully explained to her". The certificate of acknowledgement in this case recites that the contents thereof were made known to her, without saying anything concerning "explaining the meaning and effect" of such deed. As said in numerous cases that I have examined, the contents thereof may have been made known to her, and still she may not have known the meaning and effect of such deed.

The authorities are both ways; even in Illinois, from which state this statute was largely borrowed, the decisions seem to vary, at one time holding to great strictness; at other times indulging in considerable liberality. The case of Nippe1, vs. Hammond, to which I have called your attention above, inclines to the liberal view, but it will be observed that in that case it was specifically stated that the meaning of the instrument had been made known and fully explained.

If you have Devlin on Deeds, you might look at Sections 556 to 563 of the First Volume.

This proposed purchase is not so important in risking the purchase price, but rather in the liability which will be assumed by selling the property at a high price, and also in meeting objections to the title based upon a critical opinion of the conveyance now in question. It seems to me that if a deed could be obtained from Mrs. Keith in 1895, it would be possible to obtain one now, that is, presuming that she is still living, and if it is possible to obtain such a deed, I should insist upon its being secured.

Sincerely yours,
(Signed) PLATT ROGERS.
HOLLY, PROWERS CO., COLO.

June 3, 1898.

Leases.

Close & Co.

Chamber of Commerce,

Chicago, Ill.

Gentlemen:

We enclose herewith lease of John Parsons to E.1/2 S.E. 11-23-44 executed in triplicate. Some time ago we sent you leases for J.W. Boyle, O.A. Woge and J. Stecher. So far no copies of them have been returned to us.

Yours respectfully,
HOLLY, Prowers Co., Colo. June 3, 1898.

N.E. 7-22-45
S.1/2 S.1/2 13-22-47

Close Bros & Co.

Chamber of Commerce,
Chicago, Ill.

Gentlemen:

On the 23rd ultime, we sent you abstracts for N.E. 7-22-45 and S.1/2 S.1/2 13-22-47, and stated in our letter of that date, that the deal must be consummated within 10 days. As yet we have heard nothing from you concerning it.

Respectfully,
HOLLY, PROWSERS CO., COLO. June 3, 1898.

N.E. 6-22-47
S.E. 2-22-46

Close Bros. & Co.

Chamber of Commerce,

Chicago, Ill.

Gentlemen:

On the 24th ultimo, we sent you abstract of title N.E. 6-22-47 and on 16th ultimo, abstract of title S.E. 2-22-46. As yet we have heard nothing from you concerning them.

Respectfully,
THE AMITY LAND AND IRRIGATION CO.

HOLLY, PROWERS CO., COLO. June 3, 1898.

Letter heads

Close Bros & Co.

Chamber of Commerce,

Chicago, Ill.

Gentlemen:

Will you please rush order for letter heads for Amity Land and Irrigation Company, as we are nearly out of same.

Respectfully,
HOLLY, PLOWERS CO., COLO., June 3, 1898.

Montgomery's report.

Close Bros. & Co.

Chamber of Commerce,

Chicago, Ill.

Gentlemen:

I enclose you herewith report of F. W. Montgomery, superintendent of irrigation

Respectfully yours,
June 1, 1898.

Dear Sir:—

We have yours of the 27th ult. with reference to the policy to be pursued in the purchase of lands in Colorado, and note that you consider it right for us to purchase all lands lying under our irrigation system in Colorado, "irrespective of quality of soil, nature of surface, location of land, and difficulties attendant upon irrigation." We also note that you consider that judging from the experience in other irrigation districts, any land which can be irrigated at all is not only salable, but salable at a very high price. We do not think that it is safe to draw broad inferences from what is said to happen in other districts, where the conditions are different. In some districts the amount of land which can be irrigated at all is very limited, and people have to take what they can get. In other, and particularly in older districts, such as Greeley, it may be possible to utilize undesirable lands to a limited extent by working them off to old settlers who already own adjoining land, etc., but even in these districts we think that you would find if you went into the business of selling land, that it was very uphill work to make sales of poor quality land.

Our experience in colonizing western American lands extends now over nearly 20 years, and everybody else in the same business who has had any experience whatever, will bear us out when we say that one of the main conditions for success is to acquire a body of good land at a reasonable price in the first instance. In doing this it is generally difficult or impossible to avoid taking in at the same time a certain quantity of undesirable land, because in wholesale transactions the sellers will not allow the buyers to pick out the choice bargains and leave the poor pieces, and it has often been our experience to have to reject an otherwise desirable body of land on account of the unduly large percentage of rough or poor land that went with it.

Coming back to the question of Colorado lands, it is unfortunately the fact that already our list of lands contains a most unduly large percentage of poor land in consequence of the purchases made by your predecessors in Colorado without consulting us. These gentlemen all said as you now say that even poor lands under our canal would in a year or two become so valuable that they would "sell themselves". Sufficient time has elapsed to demonstrate that they were mistaken in this opinion, and that it will be many years to come before we shall be able to dispose of some of these lands, notwithstanding all the benefits which they will receive from our colonization work.

Such being the condition of affairs at the present time, it is now proposed by you to make in everything in sight, irrespective of quality, on the broad proposition that no matter how bad the land may be, or how undesirable, it will not only be salable, but salable...
at a very high price hereafter. All that we can say is that if we are the people who are expected to do the selling, we take leave to differ from this opinion. If we were investing our own money (which is the safest test to apply in matters of this kind) we would not be willing to spend one dollar in the purchase of admittedly poor land or land which is difficult to irrigate or badly located, or in other ways undesirable for colonization purposes. If it were necessary in order to secure sufficient acreage, we would prefer to pay 3 or 4 times the price for good land, rather than take in poor land at any price, and we are confident that the results would bear out our judgment. However, this is not a case in which we are investing our own money, and all that we are called upon to do is to express our opinion and let the people who are spending the money decide for themselves how they want it spent. We are therefore sending a duplicate copy of this letter to New York, and are asking the gentlemen in New York to give us definite instructions at once as to what policy they wish us to adopt for the future in passing on lands which are submitted for our approval. If they want to acquire mere acreage irrespective of quality, we have nothing more to say, and we will endeavor to facilitate the operations and to carry out their wishes to the best of our ability.

We are obliged to you for your quotations from the Colorado Constitution and from the decision in the [Golden Canal vs. Bright]. We are perfectly familiar with the Colorado Constitution, laws and decisions, and we are not in the habit of expressing opinions in either matters of law or matters of fact, of which we are ignorant. But we do not think there is anything to be gained by carrying on the discussion as to whether we are right or wrong in the legal view which we take. We will therefore merely add that you do not appear to quite understand our point. We do not dispute that the County Commissioners have the power to fix a price for water and that they have a right to order a canal to supply the water at that price, unless the capacity of the canal is already sold to other parties. Where the divergence of opinion arises is that from the Colorado point of view such sales of water must be to Colorado consumers of water in order to enable the canal company to escape having to supply water on the order of the County Commissioners, while from our point of view it would be sufficient for the Canal Company to adopt a neutral attitude in the matter and allow the consumers of water down in Kansas to intervene, and to remove the matter into the Federal Courts as they undoubtedly could do, and enjoin the Colorado County Commissioners and everybody else from interfering with their supply of water until the interstate question could be decided in the Federal Courts. This question would take years to decide, as of course we would carry it to the U. S. Supreme Court, and long before it was decided it would have ceased to have any special importance, because we should have
disposed of the lands. Furthermore, the mere knowledge of the fact that we were in a position to do this would tend to deter private individuals in Colorado from claiming water from us through the action of the County Commissioners, as no ordinary land owner would want to involve himself in an expensive litigation which would be certain to last a great many years and to cost him a great deal more than his land was worth. From our point of view it would be almost immaterial which side finally obtained a judgment, and we are quite free to admit that it is a matter open to considerable doubt as to which side would win in such a suit. All that we say is that it would matter little or nothing who finally won, so long as we could tie the matter up for years while we were selling off the land. However, as above stated, it is profitless for us to discuss this question. We are merely called upon to express our opinion, and to outline the policy which we should adopt if the matter were our own. Having done so it is entirely a matter for the owners to decide, and as soon as they advise us as to their decision we shall do our utmost as we have always done heretofore, to carry out their wishes and views, totally irrespective of our own opinions.

Yours faithfully,
My Dear Mr. Krech:

I wired you this morning as follows:

"Bill in Congress to appoint two majors assistant inspector generals regular army. Ask owners to use influence for H.P. Kingsbury, captain sixth cavalry. This is important to me. Please ask to act promptly. See letter."

Captain H.P. Kingsbury of the sixth U.S. Cavalry now stationed at Tampa, writes me that a bill has been introduced in Congress, which will cause the appointment of two majors as inspectors general, in the regular army. At one time when I was in need of help, Captain Kingsbury very generously gave it to me, and I am under obligation to him. If the owners will interest themselves in this matter, they will place me under great obligation to them.

I have written Mr. Searles a personal letter, but have not written to any of the other owners, on this subject. The President will have the appointment of these two majors.

I may say that Secretary of the Navy, Long, is a connection of mine by marriage and I might use his influence if it were necessary.

Yours sincerely,

Mr. A.W. Krech,

C/o Mercantile Trust Co.
New York City.
Mr. A. W. Krech,
C/o Mercantile Trust Co.
New York City.

Dear Sir:

I enclose you herewith some correspondence between Close Bros and myself. This correspondence I sent to Judge Rogers, as it involved some law points and I wished to have his opinion on it, and I also enclose you his letter written criticising the correspondence.

Close Bros & Co. have the peculiar faculty of opposition, developed to an extent greater than I have ever met it before. I think it is unnecessary for me to call your attention to the fact, that every step of progress in this enterprise has been opposed by them, and that in nearly every case circumstances have proven me to be right. I take for instance the last case, which was the advance in the price of lands. Mr. Mohl volunteered the information to me the other day, that had the reservoirs been completed and in operation, the increase of price to $30 per acre, would not have interfered in the sale of the land to any degree. If this is true, and Mr. Mohl is the best judge as to whether or not it is, then my position was right, because you will remember my argument at the time this was discussed, that we had better stop selling land until we could get $30 per acre, because every sale was made at a loss of something like $7 per acre.

The objections referred to above, of which you have had knowledge, relating to the broad questions of policy, have occurred every day in minor matters, which I have not taken to your attention. It does not
make any difference whether I want to buy a piece of land, or exchange a piece of land, or rent a piece of land, or have an abstract passed, these objections are always brought to the front, and my patience is tried not quite to the limit, but very seriously. So long as this does not interfere with the ends for which I am working, I am perfectly satisfied to put up with the annoyance, but when it absolutely tends to block the game, then it must stop.

You will notice in this correspondence, a woeful ignorance of all matters pertaining to irrigation. I do not know whether or not you read the letter from Close Bros & Co. written from England, a little over a year ago, criticising the contract between the Great Plains Water Storage Co. and the Fort Lyon Canal Co., and my answer to it. This was one of the most ridiculous letters which I ever knew to be written, wherein the writer claimed to have knowledge of the subject matter. Nothing could go further to show their ignorance of irrigation practices and law, than this letter. The letter from Close Bros & Co., a copy of which I enclose herewith, supplements the letter referred to, very thoroughly.

We will need to purchase about 100,000 acres of land in Colorado. Suppose by accident or inattention in the purchase of this land, we buy some land that is not strictly first class. Suppose we buy some land upon which the title is not good, and our total loss would be in the neighborhood of not greater in any event than $10,000. But on the other hand, suppose that by reason of delay and petty technicalities of one sort or another, which are brought up, the price of this land generally advances. If it advances $1 per acre, we lose $100,000; if it advances to $5 per acre, we lose $200,000, and the advances, you will therefore see, in the price that we pay for land, is a very serious matter to us.
HOLLY, PROWSERS CO., COLO. 5/31/98.

whereas the crossing of "t's" and the dotting of "i's", is comparatively of little importance. In this connection I think it is fair for me to call your attention to the results which my policy has attained, as against that proposed by Close Bros & Co.

We will put the cost of the reservoirs at $500,000. By reason of this investment, we have been warranted in raising the price of our land to $7.50 per acre, on 100,000 acres, which there is no doubt we will irrigate, we have made clear profit $250,000; but I expect to irrigate 150,000 acres and in that event we will have cleared $1,125,000, by this one policy. When I came here, the ruling price of land was $5 per acre. I reduced the price to $3.12 per acre. In the purchase of 100,000 acres of land, I will therefor have saved you $188,000, which added to the $1,125,000, gives a profit of, by following my recommendations, $1,313,000. This is in addition to whatever value the enterprise had when I came here.

For the last 8 months, I have been considering the price of our lands and have been gaining data upon the subject, and I have about arrived at the conclusion, that it is wise for us to raise the price of land within 4 miles of Holly, to $50 per acre. The pros. and cons. of this raise in price, I will set forth to you later and will also send a copy to Mr. Graves, so that he can criticise the matter to you.

Referring to the matter of expense in regard to which we have lately had some correspondence, I have felt that the only way that this enterprise can be carried to a successful issue, is that it should be made the best. If these expenses would be incurred without having the price of land decidedly increase, then the expenses would be decidedly wrong and unwarranted, but if by reason of these expenses and the tho-
rough way in which affairs are conducted, I can continue to raise the
price of our lands, it seems to me that the expenses are warranted. One
of the reasons for the failures in irrigation enterprises, has been,
that a certain amount of money has been expended and expenditures stope
d and the enterprise was permitted to sag in the middle and become a second
class affair.

I am sorry to burden you with all these correspondence, but it
seems absolutely necessary that these matters should be laid before you
and the gentlemen in interest, to enable you to act intelligently.

Yours respectfully,
A. W. Krech, Esq.,

C/o Mercantile Trust Company,

New York

Dear Sir:

I am receipt of your valued favor of 28th inst. enclosing check for $300.50 in settlement of my debit note for services rendered in auditing the books, accounts and vouchers of The Great Plains Water Storage Company, to 28th Febry. 1898. I thank you for your prompt remittance.

Respectfully yours,

Geo. Wilkinson
A. W. Krech, Esq.,
C/o Mercantile Trust Company,
New York.

Dear Sir:

For some time past I have been engaged upon the work of preparing the data for opening the new books of account for The Amity Land Company of Colorado, which will include everything but the canals, reservoirs, &c. Care is being taken to embody upon the new books all necessary information, so that much labor may be saved in the future.

I am proceeding on the assumption that the owners will not expect a detailed report from the Auditor, as to the standing of the four separate interests, as on 31st. December 1897 or as on 31st. March 1898, but will be content that the books of the old Companies shall be properly closed and those of the two new Companies properly opened as on 14th April 1898, on the basis furnished in your letter of instructions to Messrs. Close Brothers & Co.

In order that the full advantage may be derived from amalgamating the several conflicting interests heretofore existing, it appears to me that it will be desirable to simplify the book-
keeping considerably, and cut out many of the present accounts, far which have been too numerous in the past.

If necessary I could write you at considerable length on the subject, giving several ludicrous examples of how small charges, such as telegrams, express, freight, &c. have been cut up and spread over from eight to a dozen different accounts. My impression is that the owners do not value this minutia and my proposition is to do away with all accounts that will not serve some good purpose to the Owners or to Manager Wiley, or be represented in the Auditors annual accounting and report. I shall be glad to receive your instructions to carry this plan into effect.

Very truly yours,

[Signature]
HOLLY, PROWERS CO., COLO.  

June 1, 1898.

N.E. 29-21-46

Close pros & co.

Chamber of Commerce,

Chicago, Ill.

Gentlemen:

We enclose herewith abstract of title and field notes N.E.
29-21-46, except W.1/2 S.W. N.E. You will see by the new field note
made by Mr. Dundan, that a fill has been made, which now brings about 40
acres of the W.1/2 under water. We are getting title to 140 acres of
land and 2.88 cubic feet of water, for $1350.

This is a rush case and if possible we hope that it can be
closed inside of ten days.

Yours respectfully,
HOLLY, PROWERS CO., COL. May 31, 1898.

Dr. A. W. Krech,
New York City.

Dear Sir:

I think I told you that my son spent his vacation out here last summer and he is going to spend it here again this summer. He leaves Jersey City on the 21st. I should like very much if your son could come out with him. It is pretty rough out here, but the riding about in the open air and the horsemanship and such experiences together with the throwing of lassos, is great sport for them. Last year my boy went off on the plains on a cattle round up for two weeks, and slept out of doors all the time. There is no woman here to give them the proper kind of attention, and I just turn the boy loose and let him get along as he best can. If you think an experience of that sort is good for your boy, send him along and I will take the best care of him that my limited time will permit. I can get transportation from Chicago to Denver and return for your son as well as mine. Platt Rogers's boys will probably be down this summer also. Board will cost him about $5 a week. He should have a pony, saddle and bridle. The pony ought to cost about 25 to 30 dollars, of which 20 to 25 dollars is paid for gentleness, and $5 for pony. Saddle and bridle would cost about 25 to 30 dollars.

Yours respectfully,

[Signature]
HOLLY, Prowers Co., Colo.

May 26th, 1898.


4 ft. in canal May 27th, 7 P.M. Opened waste gate 5 sects. at Sand Creek, 2-8/10 in canal.

Opened 1 box of double waste gate west of sand creek 6 A.M.
28".

Closed two sect. of sand creek waste gate with 2-2/10 at 6-20 A.M. 28".

Opened 2 sect of Buffalo gates 9 A.M. 27" 1 foot east of waste gates.

Waste gates in bad condition for work west of sand creek, (double boxes) Gates too tight in leads, without crank to fit on head castings.

P. E. Mills.

3rd Div.
ACNY. IN. HH. 36 paid 10:35 a.m.

Holy Cold June 1st, 1898.

A.W. Krech,

MessTrust Co., N.Y.

Bill in Congress to appoint two majors assistant inspector generals regular Army ask owners to use influence for H.P. Kingsbury Captain sixth Cavalry this is important to me please ask to act promptly see letter.

W.M. Wiley.
POSTAL TELEGRAPH-CABLE COMPANY.

This Company transmits and delivers the within message subject to the following

TERMS AND CONDITIONS.

To guard against mistakes or delays, the sender of a message should order it REPEATED; that is, telegraphed back to the originating office for comparison. For this, one half the regular rate is charged in addition. It is agreed between the sender of the message written on the face hereof and the Postal Telegraph-Cable Company, that said Company shall not be liable for mistakes or delays in the transmission or delivery, or for non-delivery, of any UNREPEATED message, beyond the amount received for sending the same; nor for mistakes or delays in the transmission or delivery, or for non-delivery, of any REPEATED message beyond fifty times the sum received for sending the same, unless specially insured, nor in any case for delays arising from unavoidable interruption in the working of its lines, or for errors in cipher, or obscure messages. And this Company is hereby made the agent of the sender, without liability, to forward any message over the lines of any other Company when necessary to reach its destination.

Correctness in the transmission of messages to any point on the lines of the Company can be insured by contract in writing, stating agreed amount of risk, and payment of premium thereon, at the following rates, in addition to the usual charge for repeated messages, viz: one per cent. for any distance not exceeding 1,000 miles, and two per cent. for any greater distance.

No responsibility regarding messages attaches to this Company until the same are presented and accepted at one of its transmitting offices; and if a message is sent to such office by one of this Company's messengers, he acts for that purpose as the agent of the sender.

Messages will be delivered free within the established free delivery limits of the terminal office. For delivery at a greater distance a special charge will be made to cover the cost of such delivery.

This Company will not be liable for damages or statutory penalties in any case where the claim is not presented in writing within sixty days after the message is filed with the company for transmission.

This is an UNREPEATED Message and is delivered by request of the sender under the conditions named above. Errors can be guarded against only by repeating a message back to the sending station for comparison.

No employee of this Company is authorized to vary the foregoing.

WILLIAM H. BAKER,  
V. P. and Gen'l Manager. 

JOHN O. STEVENS,  
Secretary.  

ALBERT B. CHANDLER,  
President.
Mr. W. M. Wiley,
Holly, Colo.
My Dear Mr. Wiley:

I have your several letters enclosing, first letter from Mr. Krech concerning provisions in old water deeds; second, correspondence with Close Bros. & Company.

LETTER OF MR. KRECH CONCERNING OLDBRIDGE RIGHTS.

This is a matter to which you have already called my attention, and concerning which I made substantially the same suggestion that is contained in the letter of Mr. Krech, namely; that you should secure as far as possible a surrender of old water deeds upon the issue of new water deeds, and by such exchange being the furnishing of reservoir water, this would also enable you to increase the assessment to cover the care and maintenance of the reservoirs.

I have also already advised you that as to the old water deeds, I do not think the present company would bound by the provisions contained therein, concerning the turning over of the Ditch when the estimated capacity has been sold. That plan contemplated selling out the entire capacity of the ditch by deeds containing like provisions, before that was accomplished. The ditch was sold and bought in in the interest of the present Company, which latter Company has never adopted the plan foreseen and the original water deeds. I do not think the duty to turn over the ditch as provided for in the original deeds attached to the ditch in the hands of its present owners. While it is true that the provisions of the original deeds will not be observed, it will be because the plan contemplated failed of being carried to completion, and the default is a personal one for which the original company might be held responsible, but which is not chargeable upon the present Company. Aside from the desirability of avoiding any possible complications on account of the old water rights, I think it would be good policy to take up the old rights and issue new ones, providing for Reservoir water in addition to Ditch water, and providing therein for an increase of annual assessments.

CORRESPONDENCE WITH CLOSE BROS. & COMPANY, CONCERNING PURCHASE OF LANDS.

I have read the letters of the 23rd, 25th and 27th of May very carefully. When you recommend the purchase of lands, I understand you always to mean lands capable of being profitably irrigated, and with that as a proper construction of your views, I am in agreement with you. The conflict between you and Close Brothers seems not to be as to the general policy but as to the limitations to successful irrigation existing upon the lands themselves. Close Brothers have in view the easy salability, without respect to any other considerations whatever, in which I think they carry their conditions of purchase to an unsafe extreme. The purchase and sale of lands is a commercial proposition, of which I must confess Close Brothers have a much larger knowledge than I.

I should think, this however, would be true, that if you have water for all the land you can probably obtain, at the figures stated by you, and that land with the water attached can be sold at a good
figure, it would be better to buy it and control it than it would be to allow some one else to secure it and make a demand of you for water at prices to be fixed by the County Commissioners.

As to your specific inquiry concerning the law relating to the priorities of consumers from the same ditch, I have to say that a Statute was adopted in 1879, providing for a pro rata distribution of water among consumers of water from a ditch or reservoir. This you will find in the little book entitled "Irrigation Laws" at page 58. This statute has several times been under consideration by the Supreme Court. It was most fully considered in Farmers High Line Canal Company v. Southworth, 13 Colo. 111, which is doubtless the case to which you refer, in which the opinion of Judge Elliott is spoken of. Upon this particular point there was no agreement among the Judges, although it seems to me that there was a general disposition manifested by all of the Judges to recognize priorities among the several users of water from a ditch where the circumstances plainly indicated that such priority should be recognized.

Judge Helm says—"If the consumer applies water to a beneficial use within a reasonable time after the carrier's diversion, the apportionment relates for its priority back to such diversion. There may of course be secondary diversions (to which the right of secondary consumers relates) through subsequent lawful enlargements of the quantity of water legally taken in the first instance." Again he says, "He (the consumer) also takes with knowledge that the different lawful co-consumers will have the same priority—a priority resting for its commencement upon the carrier's diversion, but dating from a subsequent enlargement of the quantity of water to which the carrier was originally entitled."

He however, seems to reject the advisability of determining priorities as between different users from the same ditch. Judge Elliott on the contrary, inclines to recognize substantial reasons for allowing such priorities.

The most I can say to you upon the question is, first, the Statute to which I have called your attention, does not contemplate priorities among users from a common ditch, and prima facie at least must control; second, the courts will doubtless refuse to establish such priorities except where the clearest reason compels them to do so. It has been distinctly established in Independent Ditch Company v. Agricultural Ditch Company, 22 Colo. 513, that in an adjudication of water rights under the Statute, priorities cannot be established in favor of users of water from the same ditch. Wherever the parties have taken contracts providing for pro rata rating, such contract will be enforced, even though, in the absence of such contract, priorities might have been established. Larimer and Weld Company v. Wyatt, 23rd Colo., 491.

I think we are entitled to assume that as respects the Amity, by reason of present or future appropriations, no priorities can be obtained by any of its water users.

Respectfully,
Signed,

PLATT ROGERS.
MAY 30, 1898

Slaymaker receipts.

Close Bros & Co.

Chamber of Commerce,

Chicago, Ill.

Gentlemen:

Replying to your favor of May 26th, receipts for Mrs Slaymaker have been received. I will find out about the application of the $40 on the Wallace sale.

Yours respectfully,
Markham Bond.

Close Bros & Co.

Chamber of Commerce,

Chicago, Ill.

gentlemen:

I have received enclosed in your favor of the 28th, the Markham bond and have sent it to be executed. I expect no trouble over this whatever.

Respectfully yours,
THE AMITY LAND AND IRRIGATION CO.

HOLLY, PROWERS CO., COLO.

S.W. S.E. 28, N.1/2 N.E. S.E. N.E. 33-21-45.
List of Grantees.

Close Bros & Co.
Chamber of Commerce,
Chicago, Ill.

Gentlemen:

Enclosed find abstract S.W. S.E. 28 and N.1/2 N.E. S.E.
N.E. 33-21-45, with copy of will and proceedings duly made of record in
Prowers County.

Also find enclosed corrected list of grantees as furnished us by
New York.

Respectfully yours,
THE AMITY LAND AND IRRIGATION CO.

HOLLY, PLOWERS CO., COLO.

May 30, 1898.

H.F. 2-22-46

Close Bros & Co.

Chamber of Commerce,

Chicago, Ill.

Gentlemen:

We enclose herewith abstract of title, warranty deed and affidavit in regard to H.F. 2-22-46 except S.1/2 S.W. of the N.F. You will notice that the deed conveys title to 140 acres. Price is $350.

Respectfully yours,
May 30, 1898.

W. 1/2 S.E. E. 1/2 S.W. 5-23-41

Close Bros & Co.

Chamber of Commerce,

Chicago, Ill.

Gentlemen:

We enclose herewith certificate of redemption and '97 tax receipt for W.1/2 S.E. E.1/2 S.W. 5-23-41. There is a slight excess in the total cost over the amount that we mentioned in ours of May 24, owing to the interest that has occurred since the last statement was furnished us.

Respectfully yours,
HOLLY, PROWERS CO., COLO. May 30, 1898.

Application of E.W. Tuttle,
Close Bros & Co.
Chamber of Commerce,
Chicago, Ill.

Gentlemen:

Enclosed find application of E.W. Tuttle, for purchase of lot
18 block 4 Holly townsite.

Respectfully yours,
Order for Letter paper.

Close Bros & Co.

Chamber of Commerce,

Chicago, Ill.

Gentlemen:

Will you please send us 500 full size letter heads of the Amity Land and Irrigation Company, and 500 half size, such as the one this letter is written on.

Yours respectfully,
List of Lands for taxes.

Close Bros & Co.

Chamber of Commerce,

Chicago, Ill.

Gentlemen:

It is very important that we have at an early date as possible, a complete list of lands, for the purpose of making out our tax list; provided of course, you wish us to attend to this. Mr. Duncan has this in training and has been waiting for such a list for some time.

Yours respectfully,

Half rate blanks.

Close Bros & Co.

Chamber of Commerce,

Chicago, Ill.

Gentlemen:

Replying to yours of 25th, we note that the half rate slips have been ordered, and also that the receipt to be issued to landseekers, has been ordered. We have found the landseeker and water reports, for which please accept thanks.

Respectfully yours,
Purchase of Lands.

Close pros & Co.

Chamber of Commerce,

Chicago, Ill.

Gentlemen:

I have carefully noted your favor of May 25th. You are right in your understanding in my views, that I consider it right for us to purchase at the price of $3.12 per acre, all of the lands lying under our system in Colorado which can be irrigated, irrespective of quality of soil, nature of surface, location of land and difficulties attendant upon irrigation. I however do not mean that we should purchase any land which is unsaleable, because I took the position, that all land which can be irrigated is not only saleable but saleable at a very high price. That my view of this is correct, is demonstrated by the quality and kind of land which is under irrigation at Fort Collins, Greeley, Grand Junction, Rocky Ford and Palmer Lake and in the neighborhood of Denver. The location of 300 cubic feet of water upon certain pieces of land, does not help us before the county commissioners. It is the capacity of the ditch and not the adjudicated priority, which will cause the county commissioners to permit water to be taken from us.

I also consider you wrong in the position that those people who take water from us under the second adjudication of priority, if any is made, will have any different right to water from the ditch, than those taking it from the first priority. I have not the case before me at the present minute, but I am convinced that Judge Elliott in the Supreme Court of Colorado, rendered a decision which is considered by attorneys to be one of the most important he ever rendered upon this subject. The
main point being, that all consumers from any ditch, have the same priority up to its total capacity. I know that you have always taken the view, that by a conflict by a Kansas ownership of land and Colorado ownership of water, you could carry the case to the Supreme Court. Your views on this are not borne out by the opinion of any attorney which I know. If this could be done, the old ditches in Kansas could require that the ditches on the Colorado river, younger than theirs, should leave the water in the river for them. Judge Abbott who was on the bench of Kansas, in which these ditches were located, told me that he made an exhaustive examination of this matter while on the bench, and that he considered it ridiculous to try to bring about this result. This is not the opinion of a lawyer from Colorado standpoint, but is from a judge of a Kansas court and a man who stands very high at the bar.

I quote you from the Constitution of Colorado Art. 16, Sec. 8, M. 513;

"The General Assembly shall provide by law that the boards of county commissioners in their respective counties shall have power, when application is made to them by either party interested, to establish reasonable maximum rates to be charged for the use of water, whether furnished by individuals or corporations.

And also quote you the opinion of the Judge in the Golden Canal Co., vs. Bright, 8 Colo. 148:

"Farmers are generally too poor to build main ditches of their own, hence individuals and corporations engage in the business of building and operating these mains, and furnishing water to the farmers along the line thereof. If these persons and corporations
"were entirely uncontrolled in the matter of prices, injustices and trouble would follow. It is exceedingly proper that they should be subjected to reasonable regulations, as provided in this section of the constitution. The price to be charged is involved in the regulation of the use of water. While it is true there is opportunity for gross injustice to the ditch-owner or to the consumer, if an appeal is not allowed from the decision of the county commissioners fixing minimum rates, still as a matter of fact, the act (L.79 p.94) does not provide for such appeal, nor does any other act."

You will see here that the county commissioners have the right to fix the yearly rental of water and that from their decision we have no recourse, as the statutes of Colorado do not contemplate a review by any court. Should this matter come to a fight, we should probably deny the constitutionality of the law and fight the commissioners on that basis.

If we owned the irrigable land under the canal, it would not be possible for any person to make this claim against us and each additional piece of land which we became owners of decreases this danger by just so much.

I note that you approve the purchase of 13-22-45 for which please accept thanks.

Yours respectfully,
Mr. A. W. Krach,
C/o Mercantile Trust Co.
New York City.

My Dear Sir:

When I was in New York last, I carried a map to show what steps were being taken in the purchase of land. This map showed the Amity canal, and showed lands which bore different relations to us in different colors, brown, purple, etc. At Mr. Hyde's request to me through you, I reluctantly left this map with you under the agreement that you were to send it to me in a few days. This is the only map of the kind which I had, and I am in daily and most urgent need of it. Please send it to me as soon as possible, and I will have a proper copy made and sent back to you for your use or files, if you wish it. You were also going to send me a report of the Auditor for my instruction, which I should be very glad to receive when you have time.

I am very sorry to have to say to you that the Kansas end of our ditch was broken by the severe rain storms which we have had the last two days. I have not yet learned how serious the break is, but I don't think it is very serious which opinion is based upon the ditch rider's report.

I have lately come into contact with some serious problems of policy (not that this is any new matter), but these seem to be of such importance, that I think I had better lay the whole matter before your office and also before Chicago office, so all criticisms can be made on the matter before we decide definitely what to do. I will write you either this afternoon or to-morrow.

Yours respectfully,
May 2/98

My dear Kehr:

Other writing of your this morning. I am busy working on my own drafts coming from now when the expenditures are being criticized. I don’t worry much about the criticism of Company expenditures because the most careful investigation will show, in my opinion, that they were made on good judgment and the result of saving in other dollars and cents have warranted them. But this personal one is not made one worry very much in due. It is just some been matter as this that will cause me to lose
The confidence of the people in New York and thoroughly make what my hand work & very denial.

Please advise me what to do in the meantime. Other's been even this matter up in a few months.

Sincerely, Co. 


date
DEAR MR. KEECH:

I have just found that the statement in our current account is incorrect. This is particularly unfortunate just as you were calling my attention to my account. I have about this in this way. I have been so rushed this month in getting water into the canal of having it properly diverted after it got there that I have not had time to think of my farm or my personal matters at all and these expenditures have greatly exceeded my available funds without finding the matter up as I should have done for the company and ought to have done for myself.
The fact is there not rain my farm
for a month until yesterday. When I
took off a Sunday afternoon to look
at corn. It is making the best show
in the country except Crowley's place
and is barley worth fully $0
in acre.
If the owners will permit it I
will straighten out about my
own crop in a few months. If
not I will do any thing you suggest.
I regret the matter more than I can
say. And it would not have
occurred if I had not been too busy
to give my personal affairs attention.

Very truly,

W. M. Wiley
Manager
E. C. Hawkins
Chief Engineer
May 25, 1898

Mr. A. W. Krech,
C/o Mercantile Trust Co.
New York City.

My Dear Sir:

We had a very heavy rain which began last night at 7 o'clock and lasted until about 4 o'clock this morning. The conditions for prosperity of which I have written to you before, not only continue but seem to increase. This is the finest growing weather than can possibly be imagined. Everything in the Arkansas valley is on the boom. It is booming a great deal too much for our purposes. I very much fear that the prosperity in the valley will attract so much attention that we are going to have increased difficulty in purchasing land. We are buying on a market that is rising and rising rapidly. The salvation of the enterprise is in purchasing at a low figure all of the land that can be irrigated in Colorado. The technicalities which are thrown in the way by Close Bros & Co. will make it impossible to purchase this land at a low figure. Let us suppose for instance that a few abstracts are passed which are not technically right. Let us suppose that a few tracts of land are bought which are not technically first class. If the body of land which we wish to buy is at the price that I have said of $3.12 per acre, we can better afford to pay for a few mistakes than we can afford to pay from 5 to 8 dollars per acre for 100,000 acres of land. It seems impossible for Close Bros & Co. to get two ideas out of their heads. One is that an irrigated proposition shall be handled exactly as a rain proposition where land is sold at $7 per acre. The other is, that little petty technicalities shall be permitted to stand in the way of the re-
sults which we wish to accomplish. If you think there is any doubt about the correctness of my position, I should be glad if you would write to Judge Rogers on the subject. I think Close Bros & Co. should be allowed to continue to pass on the abstracts although their work in this matter has been far from satisfactory, but I think that the price to be paid for land and the purchase of the land itself, should be left with this office. I very much wish that I could conscientiously recommend that this office have nothing to do with the land purchases. It would relieve me from a task which is extremely difficult and onerous, but I feel that I cannot do that. The greatest energy has to be used to accomplish our results and the purchase of this land requires not only prompt and energetic action but a personal knowledge of the land itself and of the people with whom we have to deal.

This letter is meant to supplement other letters which I have lately written you on the same subject.

Yours truly,
CHICAGO, May 25, 1898.

W. M. Wiley, Esq.

Holly, Prowers Co., Colo.

Dear Sir:—

Replying to yours of May 23d, there may be and frequently are cases arising involving some amount of friction between offices that are situated so far apart as Holly and this office, where misunderstandings arise in consequence of each side looking at the same matter from a different point of view, and neither side quite understanding the other side's point of view, but it takes a great deal more than this kind of friction to endanger the feelings of friendship and regard which exist between us.

As regards the question of land purchases, we understand better your point of view, now that we have read your letter of the 23d. Put shortly, it appears that you are anxious to secure almost any kind of acreage that can be irrigated, more or less irrespective of the nature of the surface, quality of the soil, location of the land, and difficulties attendant upon irrigation, for the sake of securing sufficient acreage to apply all our water on, and thus prevent outsiders demanding water from our system through the intervention of the County Commissioners. From our point of view we have been judging of lands solely with reference to whether or not the proposed lands would be likely to resell for colonization purposes.

We are as much alive as anybody to the vital necessity of our keeping up a monopoly of the water under our system, which of course we have always recognized as being the key to the entire situation, and we are aware that the only way to do this is to have enough land of our own to use up our water. In this connection you must remember that we have already located on our own lands all the water rights the Unity Canal is now entitled to under the decree of the court fixing its priority. These amount to some 300 water rights. No decree of the court has yet been made fixing our priority as to the enlargement of the canal, but no doubt when such decree is made we shall be awarded a priority for a large number of additional water rights, probably between 500 and 600. These latter water rights would have such a very recent priority as to be junior to every other ditch on the river, and hence as we understand it the owners of these water rights could scarcely expect to get enough water for raising crops without the assistance of reservoir water, which of course the County Commissioners could not compel us to give. We have always taken the view that if necessary we could escape the action of the County Commissioners by throwing the whole matter into the Federal Courts on behalf of the owners of the land in Kansas upon which our surplus water has been located. We are quite aware that Judge Rogers hardly shares this view, but of course he looks at the
matter from a Colorado standpoint, and as we understand it, it would certainly be in our power to tie the matter up in a protracted law suit which we could carry to the Supreme Court of the United States, and which could not be decided for a great many years, and even if in the end the decision were against us, we should in the meantime have accomplished our object and preserved our water monopoly, and have sold off our lands, so that even in the event of an adverse decision the consequences could not be very serious. We are, however, all agreed upon the urgent necessity of acquiring every possible acre of good irrigable land in Colorado. It would in our opinion be much better after taking in all the good land that can be got cheap, to raise our price and pay more for good irrigable land, than to buy bad land which could not be resold, merely for the sake of being able to nominally apply our water on it. In this connection you must remember that it is necessary to actually apply the water to a beneficial use in order to prevent some one else claiming water. If, year after year, we failed to apply water to a beneficial use on several thousand acres of rough bad land, the mere possession of this land and the nominal location of water rights upon it would be no bar to other people going before the County Commissioners and claiming the water, notwithstanding the fact that it was nominally located on some rough lands of our own. We are confident that Judge Rogers will tell you that this is a correct statement of the law, hence we do not believe that you would accomplish your purpose in the long run, even if you should take in every foot of bad and unsalable land which lies under the ditch. We believe therefore that our true policy is to confine ourselves to really good land, and when we have bought all that can be got at present prices, if necessary raise our price and keep on picking up every piece of good land that we can get from time to time, but not to take in rubbish for the mere sake of increasing our nominal acreage.

It seems strange to you that we should think that we are better able to judge from a mere field note in this office whether land is of the kind required for colonization purposes, rather than Mr. Duncan who has seen the land and who you think has by this time acquired some experience in farming and in land values. We should be sorry to decry in any way Mr. Duncan’s qualifications, but at the best he has only had one year’s experience with landseekers and colonists, and that only at one end of the line and with the assistance of our experienced agents, while it has taken us 20 years to acquire our experience, and although it may seem strange to you, we can tell
W.N.W.-3.

perfectly well from a correct field note whether or not the land is available for colonization purposes, and our judgment or opinion is much more likely to be correct on such a point than that of Mr. Duncan. It is quite true that once the country gets well settled up land can be sold at good prices, which in the first instance landseekers could not have been induced to even look at, but there is a limit to even this, and some of the field notes which have been sent in recently would in our opinion indicate land which were too bad to ever become of much value for resale.

As regards the S W of 13-22-46, 150 acres of this land appear to be really good land, and while the location is not good and the price in our opinion is too high and the title not entirely free from comment, still in view of all the circumstances in this case, we think that perhaps it would be better for you to go ahead and close the deal, as both the title and the land are quite merchantable, and it really becomes more or less a question of price. As above stated we would much rather take in first class land even if we paid rather more for it, than poor land at a low price, and in this particular case it appears that you have already made a binding agreement with Parrish, so that it is rather a case of Hobson's choice.

Yours truly,

(Handwritten signature)
A. W. Krech, Esq.,

The Mercantile Trust Company,

New York.

Dear Sir:—

Referring to our letter of 21st enclosing duplicate copy of letter which had been sent to Mr. Wiley, we have heard from him in reply. You will gather from duplicate copy of letter which we are today writing him in answer to his, that it appears that the chief difference between him and ourselves is that he thinks we ought to pick up any lands which could possibly be irrigated, no matter how undesirable they might be, with the object of acquiring sufficient land to apply all our water upon, and thus prevent outside people claiming any of our water or interfering with our water monopoly, while we on our part think that our true policy ought to be to only acquire really good land, even if we had after a while to pay more for it. We are by no means so much afraid as Mr. Wiley and Judge Rogers, of the terrible consequences of an application by an outsider to the County Commissioners for water. While such an application would be troublesome and disagreeable, we are firmly of the opinion that by fighting the case resolutely, and taking it to the Supreme Court of the United States, and dragging along the proceedings from year to year, in the long run we should accomplish our object, whether or not the suit went against us, and we think it would be cheaper to do this or at any rate to face the possibility of having to do it than to deliberately go to work now and buy up a whole lot of poor land which as we explain in our letter to Mr. Wiley, would not in our opinion be any permanent safeguard whatever, because it would be impossible to apply water to a beneficial use on a great deal of such land. This narrows down the question between our office and Mr. Wiley with reference to the approval of lands proposed to be purchased, and as soon as we can get a decision from you gentlemen in New York as to what your wishes are in this matter, it will be quite possible for this office to arrange with Mr. Wiley for satisfactory means of giving effect to such decision, without any unpleasantness or friction whatever occurring in the future.

Enc.

Yours truly,

[Signature]

Close Bros.
Purchase of Lands.

Close Bros & Co.

Chamber of Commerce,

Chicago, Ill.

Gentlemen:

It is with a great deal of pleasure that I note the contents of your favor of May 21st. The spirit in which this letter is written will never possibly make a difference between you and myself. No one knows better than I, my proneness to make mistakes and errors of judgment. It is my earnest desire to avoid such, and it is unnecessary for me to again reiterate how much I expect your firm to assist me in such avoidance. I do not think that in the whole course of our correspondence, I have ever resented directly or indirectly any criticism which has been made on my work, but I think the facts will bear me out when I say that I have made an effort to do the work over which your office had control, as you wished to have it done. The only resentment that I have felt, is not by reason of your criticisms, but sometimes by reason of the language in which the criticism was couched. I wish to suggest here certain views in the purchase of lands, to see if we cannot arrive at the same view in the matter.

There are two very important things to be borne in mind in regard to the purchase of land. The first is, that every piece of land which is susceptible of being irrigated lying under our system, is a menace to us, unless we own it. The law stares me in the face constantly, that any man who has a piece of irrigable land under our system, can go to the county commissioners and have them name the price per year at which we shall supply him with water, and that from this decision of the county commissioners, there is no recourse. There is no arrangement
contemplated in the law whereby we can take their decision to a court for reviewing. That in such action we break our corner on the water and therefore on the land, and that such a result would be disastrous to us, I need not enlarge upon. At the price which I established of $3.12 per acre, I therefore consider it to be wise to buy all land which can be irrigated as the only absolutely safe method of procedure. I may say that Judge Rogers agrees with me in this.

When I speak of land susceptible of irrigation, I consider the matter in this way.

(1st) As perfectly smooth land with an easy fall.

(2nd) As land which has considerable fall, probably bluffs or such matters as that, and which can be irrigated at some additional expense for laterals etc.

(3rd) As land which is rough and which will require some extra labor to make it irrigable, but which is nevertheless irrigable with this extra labor.

(4th) As land which by reason of a depression between the canal and the land itself, would require a long and expensive dyke in the lateral for the purpose of getting water on it.

I submit that all of the land coming under the above heads, should be purchased by us at cost of $3.12 per acre. While the land which is not of the first class, will not be promptly selected by the landseekers, the settlement of the lands around it, will increase its value to such a degree that the land which is difficult of irrigation, hereafter will bring us a price greater than that which we are now obtaining for our best land.

If I am not mistaken, your Mr. Graves expressed himself to me
in this way. In objecting to having special pieces of land reserved from the market, he said that the poor lands hereafter would be sold for the highest price, in which I thoroughly agreed with him.

The second point which I wish to make, is that we are buying lands not only upon a rising market, but upon a rapidly rising market. The developments which we have made in this valley and the wide advertisement which that development has given, together with the immense amount of rainfall and ample water supply of the summer, and the probable abundant yield of crops, will not only attract outsiders to the country and therefore increase the price of raw land, but it makes the farmers located under the Henry canal and under our reservoirs, as well as the farmers under the Amity canal, wish to enlarge their holdings, and the abundant crops gives them the money necessary to apply for water.

If your office can agree with me in the two statements which I have tried to demonstrate above, it must follow that in the closing of these sales, we will serve ourselves better by making an effort to handle the matter in such a way, that mere technicalities will not stand in the way of our securing the land; and further if you will permit me to suggest, (without your thinking it in any way to be offensive) Mr. Duncan is a practical farmer, he is an engineer and he spends a great deal of his time with every outfit of landseekers that come here. He is thoroughly, therefore, conversant from the three points of view stated above, as to the saleability of a piece of land. Don't you think that it is possible that Mr. Duncan's personal knowledge and survey of a piece of land, gives him as good an idea of its saleability, as the reading of the field note will give your office?

I should be very glad to have your views on this matter as
soon as possible, so that we can have matters run in as smooth a groove as I am sure we both wish to have them.

Yours truly,
A. W. Krech, Esq.,

The Mercantile Trust Co.,

New York.

Dear Sir:—

We enclose copy of letter we are sending to Mr. Wiley today.

In further explanation we may say that for the past few months matters have not been running so smoothly as we could wish between this office and Holly. No doubt in consequence of his many other duties and frequent absences, Mr. Wiley seems sometimes to overlook the contents of our letters, and then blames us for not having attended to the matters in question, or else takes action on other lines. There has been a good deal of friction in the matter of passing on titles submitted, with the details of which we need hardly trouble you, beyond saying that the correspondence shows us free from blame, and that Mr. Wiley is in some cases in our opinion, somewhat unreasonable. But in the matter of land purchases matters have now arrived at the point described in our letter of this date to Mr. Wiley, and we wish to understand whether you gentlemen in New York still look to us to approve land purchases or not.

Yours truly,

Enc.

[Signature]
W. M. Wiley, Esq.,

Holly, Prowers Co., Colo.

Dear Sir:-

Replying to yours of the 18th, you seem to have altogether misunderstood ours of 9th. We did not refer to a mere question of your fixing a valuation for lands to be bought. The question involved is, who is to be held responsible for the purchase of non-merchantable lands at any price. The quality of the land is just as important an element as the title, and unless both are good the land will prove non-merchantable and be dear at any price. Several pieces of land of this class have been submitted by you recently for our approval, with the intimation that you had agreed to buy before consulting us as to whether the land was merchantable. We understand that it is our duty under the arrangement with New York, to pass on the question of merchantability of all lands proposed to be bought, not merely as to the title, but as to quality, location, etc. As we are the people who will have to resell such lands, and are the best fitted by actual experience to judge what can be sold, this arrangement, while it entails on us a great deal of extra work, seems to be the wisest one for the protection of those investing their money in these lands with a view to resale. Our letter of the 9th was called forth by the fact that we could not give our approval to no less than three pieces of land referred to in that one letter alone, and as matters seemed to be getting a good deal mixed, we wished to wash our hands altogether of all responsibility for the lands being bought, and thus avoid any further unpleasantness. We have no wish to pass on the titles and have you pass on the question of whether or not a given piece of land is of such a quality and so located that we can resell it, as you suggest in yours of the 18th. That was not our idea by any means, and we cannot agree to it. All that we want is to define the limits of our respective jurisdictions. Either you or ourselves must do the work and accept the responsibility of deciding whether any given piece of land is merchantable and can be readily resold, both as regards title, location, quality, and everything else. Nothing would please us better than to be rid of this work, but while we are supposed by New York to be responsible, we must do our duty as we understand it.

As regards the S W of 15-22-45, we have already returned these papers without our approval, and do not see what more we can do in the matter. We therefore return them again without our approval.

Replying to your other letter of 15th, enclosing field notes on lands offered by Powers, we note that you state that this deal came to your office through the Lamar crowd before it was offered to us. We presume that in the rush of work upon your return you must have overlooked our letter of the 9th, in which we
expressly advised you that this was not the case, but that the exact contrary was the fact, and that Mr. Powers, an ex-employee of ours, had offered us these lands in the first place; that we not wishing to appear in the matter, had referred him to Cooper, with whom he negotiated until Cooper disgusted him by telling him to cable his English principals, thus satisfying Powers that Cooper was working with Bent. Whereupon Powers broke off further dealings with Cooper, and forwarded to us copies of the entire correspondence. Besides giving you all the above information in ours of the 9th, we asked you to please report upon Cooper's attempt to extort a commission from Powers, in violation of the expressed terms of his agreement with us. We would be much obliged if at your convenience you would investigate this matter further and let us know to what conclusion you have come, as it appears to us that Cooper has forfeited all further claim to our confidence by his action in this case.

Yours truly,

Enc.

P.S.

We have no wish to be arbitrary or unpleasant. All we want is to have the matter of land purchases put on such a footing as will avoid all possibility of any friction in the matter. We value our friendly relations with you much too highly to wish to make any unnecessary trouble or to be unreasonable.
Six Quarter Sections,
Passing on Abstracts
by Close Bros. & Co.

Mr. A. W. Krech,
120 Broadway,
New York City.

Dear Mr. Krech:

I enclose you herewith field notes on the
six quarter sections of land which were offered to me by
Mr. Cooper on April 25th, and which were written to me about
by Close Bros. & Company under date of May 3rd.

I call your attention especially to my letter to
Close Bros. & Company of this date, referring to this matter.

I very seriously object to Close Bros. & Company
purchasing this land from the selling agent under the date
of May 3rd, when it was offered to us by one of our buying
agents under date of April 25th, and as soon as Close
Brothers began to negotiate for this land, the selling
agent withdrew the offer from our buying agents.

I do not heartily approve of this purchase, but
as the water can be transferred, we won't be anything out on
it, but ought to make a very comfortable profit.
HOLLY, PROWERS CO., COLO. May 18th, 1898.

A.W.K.

- 2 -

We must protect our buying agents; they are a little inclined to be tricky in Lamar, and we must show that our conduct is such as to warrant their utmost confidence, and I will consider that we are very seriously handicapped indeed, if Close Bros. & Company are permitted to close this deal without taking cognizance of our buying agents and remunerating them for their services.

Close Bros. & Company have not demonstrated their ability to take care of the abstracts; they have waited for from thirty to sixty days to pass on them, and have tended to handicap purchases in the most serious way imaginable, and in two instances at least they failed to find fatal defects in abstracts which were discovered in Colorado. They are very punctilious that i's and t's are dotted and crossed, and spend a large amount of grey matter and energy in having these things done, but they seem to miss the main features altogether.

You remember that when I was in New York it was at my suggestion that Close Bros. & Company were continued to pass on the abstracts of all lands purchased by this Company. I did this because I considered them to be more suitable than any one else we could get. It was not the understanding, and I do not understand it to be the case now, that they were to pass on the field notes. They have, however,
A.W.K.

- 3 -

taken it for granted that they were to pass on these field notes, and have been a source of great annoyance and delay. The purchase of 120,000 acres of land, when it has to be made from about one hundred thousand people, is no small task, and the office which has the task should have the assistance of all those people connected with the business.

I wish to call your attention to the fact that we are buying land on a rapidly rising market, a market which is rising by reason of our efforts; that it will be more difficult to buy land at our price day after tomorrow than it will be tomorrow, and that unless Close Bros. & Company change their methods, it will be impossible for me to buy the land in Colorado which is necessary to make this enterprise a success. I make the last statement after having duly weighed the words, and I mean it literally, just as it stands. I wish you would have them understand that I shall continue to submit abstracts to them, and I should be very glad of their advice on all field notes, and shall submit field notes to them on all lands purchased, but I should be obliged if you would have them understand that their passing on the field note before the purchase, is not vital. The reason for this request is as follows; when I have a man in my office, or when I see him at Lamar, I can dicker with him on the spot and make a definite trade, subject to the approval of the abstract, but when I cannot
HOLLY, Prowers Co., Colo. May 18th, 1893.

A.W.K.

—nd—

dicker with him and make a definite trade if the field note has to be submitted to Close Bros. & Company. The delay incident to this, as well as the unbusiness-like way of doing it, would prevent me from transacting the business satisfactorily. This is no small task,—the purchase of this land; in fact, it is an extremely difficult one and an extremely harassing one, and in order to do it properly this office should be handicapped with just as little red-tape as is possible, with the proper protection of the interests of the owners.

In dealing with Close Bros. & Company, the fact is that no proposition is made to them on any subject, but what every conceivable kind of objection is raised, and a man has a constant fight with them to serve the Company in any capacity whatever. I am perfectly willing to put up with any amount of trouble and annoyance that is necessary for the good of the business, but I think that this sort of thing militates very much against the business.

I do not enter into detail with you, but am perfectly ready to submit it to you if you wish to have it.

Yours very truly,

[Signature]
May 18th, 1896.

Suggestion Re
Purchase of Lands.

Mr. A. W. Krech,
120 Broadway,
New York City.

Dear Mr. Krech:

Under date of May the 9th, Close Bros. & Company write me as follows:—

"We should be very glad to be free from this responsibility (meaning the responsibility of the lands purchased) and if you could arrange with New York to take this matter out of our hands altogether, and to hold you responsible for this land purchased, it seems to us that it would be much more satisfactory than the present system, under which lands seem to be purchased either with or without our approval."

I have written Close Bros. & Company that I will make such a recommendation to you as far as the lands to be purchased and the price to be paid are concerned, but I think that they are the only people capable of passing on abstracts, and I very earnestly recommend to you this view.

Very truly yours,
May 25, 1898.

W. 1/2 N.E. 35-22-43.

Close Bros & Co.

Chamber of Commerce,

Chicago, Ill.

Gentlemen:

We enclose land contract No. 3263 to Lewis Challin for the W. 1/2 N.E. 35-22-43. The same has been signed and abstract delivered.

Yours truly,
HOLLY, PROWERS CO., Colo., May 25, 1898.

Contract to purchase lands in Colorado.

Close Bros. & Co.

Chamber of Commerce,

Chicago, Ill.

Gentlemen:

I enclose herewith contract between Kent, Markham and Cooper on the one side, and ourselves on the other. They wish to have clause No. 9 changed to the form which is pinned therein, and I see no reason to object to this change if it meets with your approval. Please return at your earliest convenience.

Yours truly,
E.1/2 N.E. 32-22-42

Close Bros & Co.

Chamber of Commerce,

Chicago, Ill.

Gentlemen:

In reply to your favor of May 23rd referring to extension of time to J.W. Wright on account of purchase of E.1/2 N.E. 32-22-42, it is not Wright's intention to make any immediate improvements and I consider your point well taken that this extension should not be made unless he agrees to make improvements. He is, I understand, a regularly authorized agent under Mehl and Chenowith and the commission was allowed him by Chenowith and not by us. I would suggest if it meet with your approval, that he be given 30 days to improve the place or to raise the money for the down payment. If Chenowith claims the whole commission on this sale, I imagine from his conduct that he claimed it with a view of turning it over to Wright, or a portion of it.

Yours truly,
Prowers Co. Abstract Co.'s Bond.

Close Bros & Co.
Chamber of Commerce,
Chicago, Ill.

Gentlemen:

I enclose herewith bond from the Prowers Co. Abstract Co. to myself and those whom I represent. You know who W.C. Gould is, A.M. Parish owns a section of land three-fourths of which has water on it from the Amity Canal, he also owns a good deal of cattle and is worth I should say in the neighborhood of $10,000 above his liabilities. W.J. Johnston is the most staple business man of Lamar, his assets and credits I suppose are higher than any other citizens of that town. A.E. Markham the wife of I.Wirt Markham also has some property in her name. As far as the names on the bond are concerned, I consider them to be perfectly good. You will notice the bond is made for one year. I supposed that this would not be objected to by you because we can always have the bond renewed by saying that we will give no business to the Prowers Co. Abstract Co. until such bond is renewed. I should be obliged to you if you telegraph me if you approve of the bond.

Yours truly,
HOLLY, PROWSERS CO., COLO. May 26, 1898.

Hail storm.

Mr. A.W. Krech,
C/o Mercantile Trust Co.
New York City.

Dear Sir:

After writing you yesterday on the prosperity of the country, there came up in the afternoon about 5 o'clock a terrific hail-storm. It lasted about 20 minutes. Hail fell so thick that you could not see a quarter of a mile and some of the hail-stones were an inch through. Some people say that they saw them an inch and a quarter through. A careful examination after the hail-storm, developed the fact that no damage had been done. This condition of affairs is really marvelous. I was very much worried about Crowley's orchard, but found this morning that he did not suffer in any degree whatever and that none of the young trees were damaged. The hail-storm did not reach as far as Amityville and I heard of no damage from it.

Respectfully yours,

[Signature]
Hail storm.

Close Bros & Co.

Chamber of Commerce,
Chicago, Ill.

Gentlemen:

Yesterday afternoon about 5 o'clock there came up a terrific hail-storm which lasted about 20 minutes. Hail fell so thick that you could not see a quarter of a mile and some of the hailstones were an inch through. Some people say that they saw them an inch and a quarter through. A careful examination after the hail-storm, developed the fact that no damage had been done. This condition of affairs is really marvelous. I was very much worried about Crowley's orchard, but found this morning that he did not suffer in any degree whatever and that none of the young trees were damaged. The hailstorm did not reach as far as Amityville and I heard of no damage from it.

Respectfully yours,
HOLLY, PROWSERS CO., COLO., May 28th, 1898.

N.1/2 N.W. and S.W. N.W. 13-23-43

Close Bros & Co.

Chamber of Commerce,

Chicago, Ill.

gentlemen:

We enclose herewith abstract of title, warranty deed, certificate of redemption and patent for N.1/2 N.W. and S.W. N.W. 13-23-43.

Respectfully yours,
THE AMITY LAND AND IRRIGATION CO.

HOLLY, PROWERS CO., COLO.  May 28th, 1898.

Oliver G. Hess water right.

Close Bros & Co.

Chamber of Commerce,

Chicago, Ill.

Dear Sirs:

We enclose herewith warranty deed of Oliver G. Hess to B.B. Brown and B.B. Brown to the Amity Land Co. of Colorado, for one water right.

Respectfully yours,
HOLLY, PROWERS CO., COLO.    May 27, 1898.

Notes for J. & W. M. Wiley.

Close Bros & Co.

Chamber of Commerce,

Chicago, Ill.

Gentlemen:

Replying to your favor of May 25th, notes for myself and
Mr. J. Wiley were duly received as also deeds which were destroyed.

Yours respectfully,
HOLLY, PROWERS CO., COLO., May 28th, 1898.

N.W. 7-22-45

Close Bros & Co.
Chamber of Commerce,
Chicago, Ill.

Gentlemen:

We enclose hereewith abstract of title and Fort Lyon water stock for 2.88 shares to the N.W. 7-22-45. We thought it advisable to accept this land and the 2.88 cubic feet of water from Mr. Lester at $1600, as the quarter is choice piece, and as we have been unable to do any business with Lester heretofore, we thought it would be a matter of policy to consummate this deal.

Respectfully yours,
HOLLY, PROWERS CO., COLO.

May 27, 1898.

Mileage for J. Duncan.

Close Bros & Co.

Chamber of Commerce,

Chicago, Ill.

Gentlemen:

Replying to yours of 25th, 1000 mileage book for Mr. Duncan has been received for which please accept thanks, and I will see that he properly signs it.

Yours respectfully,
HOLLY, PROWSERS CO., COLO. May 28th, 1898.

N.W.—N.W. 32-22-43

Close Bros & Co.

Chamber of Commerce,
Chicago, Ill.

Gentlemen:

Find enclosed contracts and abstract No. 3238, to George L. Cowan, for the N.W. N.W. 32-22-43, both copies of the contract have been signed and collection is to be made from Christopher, who is agent for this sale. Mr. Cowan is working here for him.

Respectfully yours,
THE AMITY LAND AND IRRIGATION CO.

HOLLY, PROWS CO., COLO. May 27th, 1898.

Purchase of Lands.

Close pros & Co.

Chamber of Commerce,

Chicago, Ill.

Gentlemen:

I have carefully noted your favor of May 25th. You are right in your understanding in my view, that I consider it right for us to purchase at the price of $3.12 per acre, all of the lands lying under our system in Colorado which can be irrigated, irrespective of quality of soil, nature of surface, location of land and difficulties attendant upon irrigation. I however do not mean that we should purchase any land which is unsaleable, because I took the position, that all land which can be irrigated is not only saleable but saleable at a very high price. That my view of this is correct, is demonstrated by the quality and kind of land which is under irrigation at Fort Collins, Greeley, Grand Junction, Rocky Ford and Palmer Lake and in the neighborhood of Denver. The location of 300 cubic feet of water upon certain pieces of land, does not help us before the county commissioners. It is the capacity of the ditch and not the adjudicated priority, which will cause the county commissioners to permit water to be taken from us.

I also consider you wrong in the position that those people who take water from us under the second adjudication of priority, if any is made, will have any different right to water from the ditch, than those taking it from the first priority. I have not the case before me at the present minute, but I am convinced that Judge Elliott in the Supreme Court of Colorado, rendered a decision which is considered by attorneys to be one of the most important he ever rendered upon this subject. The
main point being, that all consumers from any ditch, have the same priority up to its total capacity. I know that you have always taken the view, that by a conflict by a Kansas ownership of land and Colorado ownership of water, you could carry the case to the Supreme Court. Your views on this are not borne out by the opinion of any attorney which I know. If this could be done, the old ditches in Kansas could require that the ditches on the Colorado river, younger than theirs, should leave the water in the river for them. Judge Abbott who was on the bench of Kansas, in which these ditches were located, told me that he made an exhaustive examination of this matter while on the bench, and that he considered it ridiculous to try to bring about this result. This is not the opinion of a lawyer from Colorado standpoint, but is from a judge of a Kansas court and a man who stands very high at the bar.

I quote you from the Constitution of Colorado Art. 16, Sec. 8, M. 513:

"The General Assembly shall provide by law that the boards of county commissioners in their respective counties shall have power, when application is made to them by either party interested, to establish reasonable maximum rates to be charged for the use of water, whether furnished by individuals or corporations."

And also quote you the opinion of the Judge in the Golden Canal Co., vs, Bright, 8 Colo. 148:

"Farmers are generally too poor to build main ditches of their own, hence individuals and corporations engage in the business of building and operating these mains, and furnishing water to the farmers along the line thereof. If these persons and corporations
were entirely uncontrolled in the matter of prices, injustice and
trouble would follow. It is exceedingly proper that they should be
subjected to reasonable regulations, as provided in this section of
the constitution. The price to be charged is involved in the regu-
lation of the use of water. While it is true there is opportunity
for gross injustice to the ditch-owner or to the consumer, if an
appeal is not allowed from the decision of the county commissioners
fixing minimum rates, still as a matter of fact, the act (L.79 p.94)
does not provide for such appeal, nor does any other act."

You will see here that the county commissioners have the right
to fix the yearly rental of water and that from their decision we have no
recourse, as the statutes of Colorado do not contemplate a reviewal by
any court. Should this matter come to a fight, we should probably deny
the constitutionality of the law and fight the commissioners on that
basis.

If we owned the irrigable lands under the canal, it would not
be possible for any person to make this claim against us and each addi-
tional piece of land which we became owners of decreases this danger by
just so much.

I note that you approve the purchase of 13-22-45 for
which please accept thanks.

Yours respectfully,
HOLLY, PROWERS CO., COLO.  May 28th, 1898.

Land Contracts No. 3296, 3297 and 3278.

Close Bros & Co.

Chamber of Commerce,  

Chicago, Ill.

Gentlemen:

Enclosed please find land contracts No. 3297 and 3278 for G.M. Hammer, and No. 3296 for I. G. Hammer.

Yours truly,
N.E. 6-22-47

Close Bros & Co.

Chamber of Commerce,

Chicago, Ill.

Gentlemen:

Enclosed find abstract N.E. 6-22-47, and one water right for 1.44 cubic feet, purchase price being $900. The abstract will show title to 140 acres and one water right in Daniel A. Hasbrouck. This land is offered by Markham and he holds warranty deed from Daniel A. Hasbrouck to John C. Lester for the 140 acres and one water right, also warranty deed from John C. Lester to E. Van Riper for the full quarter section and one water right. Mr. Lester did not want deed to him recorded until purchase was approved. We also enclose authenticated field note for 6-22-47.

Yours truly,
HOLLY, PROWERS CO., COLO. May 18th, 1898.

Cecil Water Rights.

Mr. A. W. Krech,
120 Broadway,
New York City.

Dear Mr. Krech:

Enclosed please find water deed from me to the Amity Land Company. This is one of the Nesst water Rights, about which you remember our conversations, and which I said I could buy for $600, but I succeeded in buying it for $500.

This agreement was made out by Close Brothers; please have the President of the Amity Land Company, and the Secretary, sign it, and acknowledge the signature before a Notary Public, upon which please send the agreement to Platt Rogers of Denver, and have the President of the Great Plains Water Company sign it, then have him return it to Close Bros. & Company.

I have also purchased the other of these two water rights for the sum of $500, and consider that we have made two excellent bargains. This water right was deeded in my name, because Judge Goodale did not know what other name to make it in.

Yours very truly,

[Signature]
HOLLY, PROWERS CO., COLO. May 23, 1898.

Mr. A. W. Krech,
Mercantile Trust Co.
New York City.

Dear Sir:

I enclose you letter from Close Bros & Co. of May 21st, together with my answer thereto. Please make any criticism that may suggest itself to you.

Yours truly,

[Signature]

W. M. WILEY,
Manager
E. C. HAWKINS,
Chief Engineer

THE AMITY LAND AND IRRIGATION CO.

The Amity Canal
The Buffalo Canal
The Holly Ranch
Irrigated Farming Lands
Mr. Alvin W. Krech,
C/o Mercantile Trust Co.
New York City, N.Y.

Dear Sir:

Regarding expense sheets for April.

RANCH ACCOUNT.

The following purchases are made in the name of the ranch, because the stock is kept on the ranch, but are not purchased for ranch use.

Lumber, -- We are obliged to keep a certain amount of lumber in stock to be kept as needed in division boxes and headgates of the Amity and Buffalo canals.

Feed,; This feed is purchased for the lateral and grading camps as well as for the ranch use.

Wire, -- Is bought to be used where needed.

Commissary, -- is bought exclusively for the lateral and grading outfit, none of this account is used on the ranch whatever.

A large amount of the general labor which is charged to the ranch, is used in building and repairing bridges, laterals, crossings, fences on lands off of the immediate ranch; hauling hay, loading hay from the ware-house to the cars, etc.

Theoretically it is an easy thing for me to give you an account crediting the ranch with these matters specifically. Practically this is impossible, or at least it has been impossible up to the present time.

Beginning with the first of next month, I am going to have an
inventory taken the last of each month, and probably this inventory by holding the heads of departments responsible, may be made to show something of a definite character.

The equipment of the ranch, covers a contra charge for one horse which was bought in the name of the Great Plains Water Storage Co. some time since, for use on the telephone line and which was recharged to the ranch and is not a new purchase. The buggy for Montgomery was necessary. We have three buggies besides my own in constant use, one used by Darrell Conley who makes reports on lands, the other by John Duncan, assistant engineer which is almost constantly in use, and the third by Montgomery the superintendent of irrigation.

In ranch maintenance, are several charges for potatoes. Mr. Montgomery is a thorough and experienced potato grower, and I am planting a few acres under his direction, in the hope of demonstrating practically that this is a good potato country.

RANCH HOUSE.

Ranch house expense has several charges to it covering planting of grass. This grass was planted as an experiment, to show that a lawn could be made and irrigated from ditch water, to encourage our farmers to make lawns. The prevalent idea, is that it can only be done with hydrant water. I may say that our lawn has proved thus far an eminent success.

HOLLY OFFICE EXPENSE.

The furniture and fixtures item you will notice comprises an item of $150 for stone vault. This was considered absolutely necessary by both Mr. Wilkinson and myself, when he was here, as a fire would have destroyed our vouchers, book accounts and engineering maps that are al-
most invaluable to us. This vault is 8 x 10 feet and 2 feet thick, and is considered to be absolutely safe from fire.

HOLLY TOWNSITE EXPENSE.

The expense under Holly townsitie was incurred in laying out and improving new roads; the roads to the town had never been put in good shape and it seemed necessary that this work should be done.

SUNDRY ACCOUNTS.

Frank Crowley is staying well within his general estimate, although he is doing a lot more work this year than had been contemplated and as the expenditure this year is all to our advantage in that it will make an earlier showing than if expended later, I have encouraged him in this. The Crowley experiment, I may say to you, is working even more satisfactorily than I had expected. We have been suffering because much of the engineer work had been left undone on the property. There were high hills upon which the irrigable land could not be detected with the eye. There were also several creek bottoms that affected the land near it and the value of this land could not be arrived at unless engineers ran a level over it. Also the Amity canal up to the point where Mr. Hawkins began to do his work, had never been platted. The contour of the river had never been run, showing the actual acreage of the land adjoining the river. I have ordered these things to be done, because it was absolutely necessary that they should be before we could tell anything about the proportion of land that is irrigable, and this has made our engineer expenses for the last few months, larger than usual.

AMITY LAND AND IRRIGATION CO.

The headgate of the Amity canal and its surroundings is undoubtedly the most picturesque spot I have seen in Colorado. It is the
objective point of most of the pleasure drives which are taken from
Lamar. It is the place which is visited first by the land agents with
landseekers. The house and grounds had been permitted to run down be-
cause the right kind of people had never been in charge of them. I at
last succeeded in getting a good family there and have instructed them to
plant flowers and trees. I had the house plastered where it was needed
and papered and the whole place put in first class shape. The present
family are doing splendidly in this regard and the house is as neat as a
new pin, and I think that this expense will not occur again, and the
change in the appearance of things at the headgate is extremely gratify-
ing.

If there are any items which I have not fully covered, please
do not hesitate a moment to call me up on them. I believe that I can
give a good reason for every dollar of expenditure, and I have tried to
cover such items as you would want to ask questions about. I want to
have you feel that you have gotten a full explanation of every expenditu-
re included here, and I do not want you to feel that I am so foolish as
to consider your asking questions or making a criticism, as a criticism
on me or my management.

Yours truly,
HOLLY, PROWERS CO., COLO.  May 22, 1898.

J. H. Shepard application to purchase.

Close Bros & Co.

Chicago, Ill.

Dear Sirs:

We enclosed to you on 20th inst. J. H. Shepard's application to purchase lot 7 block 7 Holly townsite. He has now decided that he will take a 5 acre tract instead, and let the down payment that he has made on the lot apply on the 5 acre tract. We enclose the new application and metes and bounds herewith.

Yours truly,
Alvin W. Green, Esq.,

c/o Mercantile Trust Company,

New York.

Dear Sir:

I now beg to hand you debit note for services rendered to The Great Plains Water Storage Company, which I trust you will find in order.

Very truly yours,

[Signature]

George Wilkinson

Public Accountant and Auditor

907 Royal Insurance Building

Chicago, 25th May 1898.
HOLLY, PROWERS CO., COLO., November 1st, 1898.

Close Bros & Co.

Chamber of Commerce,

Chicago, Ills.

Gentlemen:

I enclose you herewith a letter from O. Humbleton. I have
written him that the matter has been referred to you.

Yours truly,
HOLLY, PROWERS CO., COLO.,

November 1st, 1901,

Close Bros & Co.

Chamber of Commerce,

Chicago, Ills.

Gentlemen:

Will you please send us another mileage book for Mr. John Duncan, and oblige,

your truly,
THE AMITY LAND COMPANY.

HOLLY, PROWERS CO., COLO.
November 1, 1899.

Close Bros & Co.
Chamber of Commerce,
Chicago, Ills.

Gentlemen:

We enclose herewith abstract of title to 3 1/2 S. 1/2 16-22-47. The S.E. of S.W. and S. 1/2 S.E. has been offered at $348. Kindly return field note with abstract for Mr. Duncan's signature.

Yours truly,
THE AMITY LAND COMPANY.

W. M. WILEY,
Manager
E. C. HAWKINS,
Chief Engineer
THOS. BERRY,
Engineer in Charge

HOLLY, PROWERS CO., COLO.

November 1st, 1898/

Close Bros. & Co.

Chamber of Commerce,

Chicago, Ills.

Gentlemen:

Please send us another supply of Farmer's Story, and

oblige,

yours truly,
HOLLY, PROWERS CO., COLO. 
May 24, 1898.

W. 1/2 S.E.  E. 1/2 S.W.  5-23-41

Close Bros & Co.

Chamber of Commerce,

Chicago, Ill.

Gentlemen:

We enclose herewith abstract of title authenticated field note, trustee's deed, patent and other papers in regard to the purchase of W. 1/2 S.E.  E. 1/2 S.W.  5-23-41. The total purchase price including cost of trustee's sale etc. is $226.30.

Yours truly,
List of Grantees,
HOLLY, PROWERS CO., COLO.

May 23, 1898.

Mr. Alvin W. Krech,
Mercantile Trust Co.
New York City.

Dear Sir:

Close Bros & Co. have called our attention to the fact that the names of some of our grantees are not correctly spelled and we enclose herewith the list as we have it. The two cases which they mention in particular being F.M. Pendarigh and J.C. Roquet. They claim that these gentlemen sign their names respectively Pendarigh and Rocquet. Kindly have the list corrected in regards to these two errors and in any other that may be in it and return to us at your earliest convenience.

Respectfully yours,

[Signature]
HOLLY, PROWERS CO., COLO., November 1, 1890.

Gentlemen:

We enclose herewith abstract and warranty deed to W.R. 10-22-47. You will notice that a certificate has been filed showing that the action at No. 7 has been dismissed.

Yours truly,