HOLLY, PROWERS CO., COLO. May 23, 1898.

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

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

Gentlemen:

We enclose herewith abstracts of title to N.E. 7-22-45, and S.1/2 S.1/2 13--22-47, also authenticated field notes for same. These two quarters have been offered to us for $950, upon the distinct understanding that we will pass upon the abstracts and conclude the trade within 10 days from the date of this letter. In regards to the Markham bond, Mr. Markham, is attending to the matter and we expect to receive it at this office at any moment.

Yours truly,
S.E. 27-22-42

HOLLY, PROWERS CO., COLO. May 23, 1898.

Close Bros. & Co. 

Chamber of Commerce,

Chicago, Ill.

Gentlemen:

We enclose herewith field note S.E. 27-22-42, and as stated in
ours of May 14th, purchase price is $500.

Yours truly,
List of Grantees.

Close Bros & Co.

Chamber of Commerce,

Chicago, Ill.

Gentlemen:

In reply to yours of May 20 in regard to the supplying of names of our grantees, we say that we have sent the list of names as we have it, to New York for correction, and will forward you a copy of the corrected list as soon as we receive it.

Yours truly,
HOLLY, PROWSERS CO., COLO. May 23, 1898

Kansas Lands.

Close Bros & Co.

Chamber of Commerce,

Chicago, Ill.

Gentlemen:

I enclose you herewith letter from A.R. Downing in regard to Kansas Lands.

Yours truly,
Order for Blank-books and envelopes.

Close Bros & Co.

Chamber of Commerce,

Chicago, Ill.

Gentlemen:

Will you please send us 500 large size manila envelopes. Also send us 1000 blanks for landseekers as per enclosed copy, have same bound into books of 100 each, not numbered.

Also send 1000 blank reports as per enclosed copy, bound into books of 100 each. These last reports are the report sent on to you every day and must be bound in books containing one original and one copy of each report.

Yours truly,
HOLLY, PROWERS CO., COLO. May 21, 1898.

N.1/2 N.W. 15-22-43.

Close Bros & Co.

Chamber of Commerce,

Chicago, Ill.

Gentlemen:

We enclose herewith land contract No. 3300 to Albert Deber for

N.1/2 N.W. 15-22-43.

Yours truly,
HOLLY, Prowers Co., Colo.
May 21, 1898.

Slaymaker land.

Close Bros & Co.

Chamber of Commerce,

Chicago, Ill.

Gentlemen:

Mrs. Slaymaker wishes a receipt for the money which was paid by her husband in commission, and which was applied in the sale of her lands. I enclose bill herewith.

Yours truly,
Contract for lot 4, section 3-22-42, S.N. Canfield.

HOLLY, Prowers Co., Colo.

May 21, 1898.

Close Bros & Co.

Chamber of Commerce,

Chicago, Ill.

Gentlemen:

Please find enclosed contract for the lot 4, 3-22-42. Mr. Canfield objects to signing this contract, as the delay over the payment of the S.E. 29-22-41, being held back for four months. He thinks that the date of this contract should start on May 1st, and he will not sign same until the deed has been changed.

Yours truly,
Call for water rights.

Close Bros. & Co.

Chamber of Commerce,

Chicago, Ill.

Gentlemen:

Please have issued from the Amity canal, the following water rights. Please make out the agreement that you think it is necessary for these people to sign and the note, so that I can have the matter signed and closed up here. Please let me know as definitely as possible when these deeds will be in shape to deliver to us in Colorado, so that I can have the notice published in the paper which has to be done for six weeks. I am afraid to name a date upon which these will be received here, until you have helped me in the matter.

Sarah E. Cooper, 1 water right for 160 acres, S.E. 1-23-42. one-half water right for 80 acres, N.W. of N.E. 1/4 and N.E. N.W. 1/4 12-23-42.

Welly C. Gould, two water rights for 280 acres, lots 2-3- and 4 and S.1/2 N.W. 1/4, S.W.1/4 of N.E.1/4 and N.E.1/4 of S.W.1/4;1-23-43.

Nancy Ann Hutchins, one water right for 160 acres, N.E. 32-22-41.

William B. Riley, one water right for 120 acres, S.1/2 N.W.1/4, N.E. of N.W. 1/4; 26-22-42.

George D. Gibson, one-half water right for 80 acres, E.1/2 N.W. 1/4 35-22-42.


Samuel W. Goodale, one water right for 160 acres, E.1/2 S.W.1/4 2-23-42; E.1/2 N.W.1/4 11-23-42.
Sheet #2.

HOLLY, PROWERS CO., COLO.  May 21, 1898.


Yours truly,
E.1/2 N.E. 32-22-42. HOLLY, PROWSERS CO., COLO. May 21, 1898.

Ulose Bros & Co.

Chamber of Commerce,

Chicago, Ill.

Gentlemen:

Enclosed find contract E.1/2 N.E. 32-22-42, J.W. Wright. Mr. Wright has been here and was unable to take up his contract. He has made the following payments on the same.

- Down payment, $25.00
- Commission on sale N.1/2 S.W. 33-22-42 $40.00
- Commission on sale E.1/2 N.E. 32-22-42, $40.00

(However this will not be paid until the balance of the contract payment has been made).

- Allowed for railroad fare, $30.00
- Total paid on contract $135.00

leaving a balance of $105.

He now wishes to get six months more time on same, note for which find enclosed.

If you accept this note, send abstract and contract to Rushville, Schuyler County, Illinois.

Yours truly,
Superintendent's report of Buffalo Ditch for April.

To Mr. W. M. Wiley:

Manager.

Sir:

There has been no repair work done on the Buffalo Ditch during the month and the conditions of the ditch is about the same that it was in my March report. The water supply for the month has been good and all demands for water have been fully satisfied.

All of which is very respectfully submitted,

J. F. McDowell.

Superintendent.
N.W. 7-22-45

HOLLY, PROWERS CO., COLO.

N.E. 12-22-46

Close Bros & Co.

Chamber of Commerce,

Chicago, Ill.

Gentlemen:

Enclosed herewith find abstract of title N.E. 12-22-46 completed as to the power of sale contained in trust deed shown at No. 3 in the abstract. In regard to the objection to this abstract being certified by Mr. Markham, we would say that Mr. Markham is not at all interested in this deal, as are purchasing it from Mr. John C. Lester of Denver. We have Mr. Lester's letter of May 19th, in which he says that unless the deal is closed for this quarter and also N.W. 7-22-45 within a very few days, that the grantors will recall all papers in the matter and call the deal off.

In regard to the 20 acres N.W. 7-22-45, he asks that if he pay for recording the extra instrument, is there any reason why he cannot bring the whole title to one name at the time it is transferred to our grantee.

Yours truly,
HOLLY, PROWERS CO., COLO. May 20, 1898.

Lot 7 Bk. 7 Holly townsite.

Close Bros & Co.

Chamber of Commerce,
Chicago, Ill.

Gentlemen:

Enclosed herewith find application from J.H. Shepard to purchase lot 7 block 7 Holly townsite.

Respectfully yours,
May 20, 1898.

N.E. 22-22-45.

Close Bros & Co.

Chamber of Commerce,

Chicago, Ill.

Gentlemen:

We enclose herewith a warranty deed and abstract of title to N.E. 22-22-45, which we would like to have you examine and return to us as soon as possible.

Yours truly,
HOLLY, PROWERS CO., COLO. May 19, 1898.

S.W. 13-22-45

Close Bros. & Co.

1015 Chamber of Commerce,

Chicago, Ill.

Gentlemen:

I have carefully noted your favor of May 17th, with enclosures from Mr. Parish. In regard to the S.W. 13-22-45, I do not remember having made any statement to Mr. Parish, of the kind referred to by him. I remember while I was on the street one day, his asking me about a piece of land, and without giving the matter due thought or much attention, I said that it had not yet been closed. I agreed to purchase this land from Mr. Parish at the price mentioned $2400., and will be glad if you will pass on the papers in the case and say whether or not they are good. I return them herewith.

Yours respectfully,
HOLLY, PROWERS CO., COLO. May 20, 1898.

S.1/2 S.W. 20; N.1/2 N.W. 29-21-46.

Close Bros & Co.

Chamber of Commerce,

Chicago, Ill.

Gentlemen:

We enclose herewith United States patent, trustees deed and abstract of title to S.1/2 S.W. 20 and N.1/2 N.W. 29-21-46. The deed to this land was sent to you February 16th.

Yours truly,
HOLLY, PROWERS CO., COLO. May 1st, 1898.

Superintendent's report of Amity Canal.

To Mr. W. M. Wiley,
Manager.

Sir:

During the latter part of the month I put an outfit to repairing the Willow Mattress in front of the dam at the headgate (it will take about ten days to complete this work), with this exception there has been no repair work done on the canal during the month and the conditions are about the same as they were in my last report. I think it very necessary that we immediately put in a set of wastegates at Horse Creek, as it is over 30 miles from the wastegates of the Buffalo to the wastegates at Cheyenne creek, and in case of very heavy rain storms and floods in the country above the canal, we have no way to relieve the canal between the gates at Buffalo and those at Cheyenne creek and our ditch bank would be seriously damaged.

There is some riffraffing at several different places along the canal that it is necessary to have done soon. This I will attend to as soon as we get through with the Willow Mattress at the headgate. The water supply for the month has been considerably below the average and from April 1st to April 10th was very low and from April 27th to April 30th was very low. We had a fairly good run of water from April 11th to April 27th, but not enough at any time to supply the demand.

All of which is very respectfully submitted,

J. P. McDowell.
Superintendent.
HOLLY, Prowers Co., Colo.  May 18th, 1893.

Mileage for Mr. Duncan.

Close Bros. & Company,

Chicago, Ills.

Gentlemen:

Mr. Duncan has used all of his mileage book up and we would be much obliged if you would get him another.

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

Railroad cash Receipts.

Close pros. & Co.,

Chicago, Ills.

Gentlemen:

I have your favor of May 16th, enclosing draft for $6.25 from Santa Fe Railroad, for which please accept thanks.

Yours truly,
HOLLY, PROWERS CO., COLO.  May 18th, 1896.

Kesee Land &
Agent at Syracuse.

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

Gentlemen:

Your favor of May 13th in regard to the Kesee land is carefully noted.

I have also noted your favor of the 14th, regarding the leasing of lands in Kansas. I know of no one in Syracuse who would answer the purpose for an agent for you better than Mr. Getty. I think that I can recommend him.

The reason I wrote Mr. Markham as I did about the O. G. Hess water right was because instead of sending the abstract to this office he sent it to you direct.

Yours truly,
HOLLY, PROWERS CO., COLO. May 16th, 1898.

Signing of Field Notes,
Thomson & Burgerser Interest,
and Wm. Gill's Pawnee Bonds.

Close Bros. & Co.,
Chicago, Ills.

Gentlemen:

In regard to the signing of field notes,--- the field notes will be delayed to some extent if Mr. Duncan has to sign them before they go in, but if you insist on having a signature on them, I will see that this is done.

I note what you say in regard to the Thomson and Burgerser interest, and also in regard to the interest on Wm. Gill's Pawnee Bonds.

Yours truly,
White's lot.

Close Bros. & Co.
Chicago, Ills.

Gentlemen:

The reason White was sold his lot for $50 was because when he bought his first lot there was a very serious misunderstanding between us, he thinking that the clause regarding improvements was a special arrangement for him, and we came very near losing White because I refused to recede from the position I had taken.

I told him at that time that it was not so much our desire to sell lots as it was to get in the proper class of people and the proper class of improvements, so that when this Lot 7 Block 5 came up, I agreed to let him have it for $50 to heal any feeling which might exist.

Yours truly,
HOLLY, Prowers Co., Colo. May 18th, 1898.

Lyon Land.

Close Bros. & Co.,

Chicago, Ills.

Gentlemen:

Enclosed herewith please find abstracts of title to the N. 1/2 N.E. 1/4, & N. 1/2 N.W. 1/4 7-23-42, and to the N. 1/2 N.E. 1/4 & N. 1/2 N.W. 1/4 8-23-42.

This is about the only land located under the nuffalo which is strictly first class for ten acre tracts. After conferring with New York, I have agreed to buy it at the price of $10 per acre. Jack Lyon is thoroughly reliable and trustworthy, and he will keep between him and me any agreement which is made. I want this to appear of record as being paid for at the rate of $500 per quarter section, and should be glad of suggestions on your part as to how this had best be handled.

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

Suggestion to N.Y.
Re Purchase of Lands.

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

Gentlemen:

I have been obliged to be absent from my desk for the last week, which please accept as an apology for not having sooner answered your correspondence.

I have carefully noted your several favors of May the 9th.

I am perfectly willing to assume the responsibility for the value of the lands which are purchased by me, and will adopt your suggestion and make such a recommendation to New York. I do not consider myself capable of passing on abstracts in the first case, and in the second case, it is perfectly reasonable that you should prefer to pass on the abstracts of all lands which you will sell, and to know that they have a merchantable title.

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

Six Quarter Sections.

Close Bros. & Co.,

Chicago, Ills.

Gentlemen:

I enclose you field notes herewith on

N.W. 8-21-46    N.E. 4-22-46    N.E. 3-22-47
S.W. 25-21-47    N. 1/2 N. 1/2 1-22-47    N.E. 13-22-47

You will notice that very few pieces of this land are strictly first class.

Mr. Krach has written me from New York that you have been authorized to close the deal. I think, however, that some consideration should be had for the people who offered this deal to us, and who offered it to this office before it was offered to you. These people who are purchasing land for us are very apt to be tricky, and we must conduct ourselves in such a way as to be entirely beyond their criticism in order to be able to demand of them their best service.

Yours truly,
May 16th, 1898.

W. 1/2 S.E. & E. 1/2 S.W. 19-22-43.

Close Bros. & Co.,

Chicago, Ills.

Gentlemen:

We enclose herewith abstract of title to the
W. 1/2 S.E. & E. 1/2 S.W. 19-22-43. Purchase price to be
$1200.

Yours truly,

By L.G.
Abstract & Deed
of Stephen N. Canfield:

Close Bros. & Co.,
Chicago, Ills.

Gentlemen:

We enclose herewith abstract of title and deed
Stephen N. Canfield to the Amity Land Company; abstract
continued to show same.

Yours truly,

By L.G.
HOLLY, PROWERS CO., Colo. May 16th, 1898.

Elliott & Puntenney Contracts.

Close Bros. & Co.,

Chicago, Ills.

Gentlemen: We enclose you herewith contracts of C.W. Elliott for N. 1/2 S.W. 33-22-42, and J. A. Puntenney for all North of Canal in S. 1/2 S.E. 1-22-44.

Yours truly,

For L.G.
HOLLY, PROWERS CO., COLO.  

May 16th, 1898.

S.E. 2-22-46.

Close Bros. & Co.,  
Chicago, Ills.

Gentlemen:

We enclose herewith abstract of title and authenticated field note for the S.E. 2-22-46. We are unable to give you the purchase price at this writing, but will do so within a few days. The grantor wishes to get the exact amount of taxes and interest on a mortgage checked up before he names
the price, but it will be less than $500 per quarter section. In the mean time, we should like to have you pass upon the field note and abstract.

Yours truly,

By L.G.
HOLLY, PROWERS CO., COLO. May 16th, 1896.

Wallace App. & Hodgkins Deed.

Close Bros. & Co.,

Chicago, Ills.

Gentlemen:

We enclose herewith application of Chas. P. Wallace for S.W. 1/4 S.W. 13-22-43, and recorded deed Nathan Hodgkins to the Amity Land Company of Colorado.

Yours truly,

By L.G.
HOLLY, PROWERS CO., COLO. May 17th, 1898.

Hopkins Contract.

Close Bros. & Co.,

Chicago, Ills.

Gentlemen:

Enclosed find contract #3249, Herbert and Harry Hopkins for N. 1/2 S.W. 30-22-42. Please see if there is not a clerical error in this price. The Total price made is $1,749.45, whereas we figure $1,760.45.

Yours truly,
Recorded Deeds.

Close Bros. & Co.,
Chicago, Ills.

Gentlemen:

We enclose herewith recorded deeds of Geo. P. Clover to John Gilchrist, Sarah C. Haight to Preston Watson, E. I. Bent to F. G. Hallett.

Yours truly,

By L.G.
Field Note 22-22-45.

Close Bros. & Co.,

Chicago, Ills.

Gentlemen:

We enclose herewith field note for N.E. 22-22-45 properly signed. Purchase has been made of this tract and papers will be forwarded as soon as received at this office.

Yours truly,

By L.G.
HOLLY, PROWERS CO., COLO., May 16th, 1898.

List of Lands,

Close Bros. & Co.,

Chicago, Ills.

Gentlemen:

Mr. Duncan wishes a list of all lands owned by the Company, under the Amity, Buffalo and Ft. Lyon Canals and the King Reservoir; also a list of all lands that have been sold by the Company. He has to make out a tax list by the 1st of June, and therefore wishes this just as soon as possible.

Yours truly,

For J. D.
W. M. Wiley, Mgr.,

Holly, Colo.

Dear sir:

I beg to report that the conditions for the first half of May have been most favorable for crops. The precipitation has been far above Normal, and the supply of water for irrigation has been far in excess of any demand that could be made upon it, even in a time of drought. On account of the sub-normal temperature crops have made more real progress than is apparent to the eye, though this is very satisfactory. The wet weather has delayed the Lateral and Ditch work some. We have decided to enlarge and strengthen some laterals to a limited extent, in order to carry a greater amount of water than is technically sold for lands now being farmed under them in order to allow a more rapid irrigation by the use of an extra head of water. These improvements would be required this fall or next spring for incoming farmers and is certainly justified at the present time. With the heat which we soon must have, the growth will be marvelous. The prospects for good crops of all kinds could scarcely be better, though on account of the lateness of the season they are not forward for this time of year.

Yours respectfully,

F. W. Montgomery,

Supt. of Irrigation.
Visit of Judge Rogers,
Six quarter sections,
and the Jno. W. Lyon land.

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

Dear Mr. Krech:

I have had to spend a good portion of last week in Denver, and Judge Rogers came down with me for a day or two to go over the enterprise. It is a great gratification to have Judge Rogers come down occasionally, because spending all of my time working and thinking about the business here as I do, I lose my perspective, and I am anxious to have some one from the outside come and look the matter over, and judge of its progress from time to time. I therefore have not time to answer your letter in detail today.

The six quarter sections of land which you telegraphed Close Bros. & Company to purchase, were offered at this office about five days before they were offered to Close Bros. & Company, and as this was the office to which these land offers should be made, I think something should be done in the matter to protect our agents. It is not fair, exactly, that an offer should be made to the Company in one
A.W.K.

- 2 -

place for land by an agent, and it should be bought by our Company in another place.

One of the reasons for which I brought Judge Rogers down, was to have him go over the Buffalo Canal matters and see the condition of the Canal himself. This I will write you about.

In regard to the John W. Lyon land,— I am afraid I did not express myself well to you. What I meant to say was that his price for this land was about $10 per acre, and that knowing the character of the man as well as I do, I could not hope to bargain for less, as he is not a man who would bargain over these matters, but makes his mind up to a price and then stays by it. I meant further to say that the land was worth about $15 per acre to us, although I felt that it could be bought for $10 per acre.

The season continues to be prosperous and some of the old time residents here, such as Mr. Charles Dyer, superintendent of this division of the Santa Fe, tell me they never saw the country looking in so prosperous a condition.

Yours very truly,

[Signature]
HOLLY, PROWERS CO., COLO.      May 12th, 1898.

5-22-46.

Close Bros. & Co.,
Chicago, Ills.

Gentlemen:

We enclose herewith abstract of title to the
N.E. 5-22-46; same has been corrected at #3, showing the
period premises should be advertised for sale.
The deed has been filed for record and continued to
show this as well as redemption from tax sale and payment of
taxes for '97.

Yours truly,

By L.G.
May 12th, 1898.

34-21-46.

Close Bros. & Co.,
Chicago, Ills.

Gentlemen:

We enclose herewith abstract for N. 1/2 N.W.
34-21-46. Taxes of '97 have been paid by the grantor, deed filed for record and abstract continued to show these facts.

Yours truly,

By L.G.
May 12th, 1898.

N. 1/2 N.W. W. 1/2 N.E. 21-22-46.

Close Bros. & Co.,
Chicago, Ills.

Gentlemen:

We enclose herewith abstract of title to the
N. 1/2 N.W. W. 1/2 N.E. 21-22-46; '97 taxes have been paid,
deed filed for record, and abstract continued to show the
record of deed and payment of taxes.

Yours truly,

By L.G.
Webster Contract.

Close Bros. & Co.,

Chicago, Ills.

Gentlemen:

Enclosed herewith please find lot contract of J.R. Webster, duly assigned; please make out deed to his wife.

Yours truly,

By L.G.
HOLLY, PROWERS CO., COLO.  May 12th, 1898.

N.E. 3-22-46.

Close Bros. & Co.,
  Chicago, Ills.

Gentlemen:

We enclose herewith abstract of title, warranty deed and authenticated field note for the N.E. 3-22-46. Abstract has been corrected to show a power of sale contained in trust deed and recorded in book 2 page 232.

Yours truly,

By L.G.
HOLLY, PROWERS CO., COLO. May 12th, 1898.

7-22-45.

Close Bros. & Co.,
Chicago, Ills.

Gentlemen:

In reply to your favor of May 9th, in regard to the N.W. 7-22-45, we note what you say concerning the title to same. We were negotiating with Lester for the whole quarter.

Yours truly,

By L.G.
HOLLY, PROWERS CO., COLO. May 13th, 1898.

Irvine & Boyle Leases.

Close Bros. & Co.,
Chicago, Ills.

Gentlemen:

We enclose herewith leases signed in triplicate by H. Y. Irvine and J. W. Boyle.

Yours truly,

By L.C.
HOLLY, PROWSERS CO., COLO. May 15th, 1898.

Colony of Poles.

Close Bros. & Co.,
Chicago, Ills.

Gentlemen:

Mr. James A. Davis, industrial commissioner of the Santa Fe in the Great Northern Bldg., has written me that he is in touch with a colony of Poles, consisting of 100 families who seem to have all of the money necessary to enter into a colonization scheme.

I should be very much obliged if you would call on him, as I have written him that you would do, and see if this is the kind of people that you want.

Very truly,
Recorded Deeds.

Close Bros. & Co.,
Chicago, Ills.

Gentlemen:

We enclose herewith the following recorded deeds:

Flora B. Lee to L. M. Bailey
Belknap Savings Bank to Preston Watson
Fielding Miller to W. N. Coler, Jr.,
C. C. Goodale to Chas. H. Baumstark, and
Lewis S. Millinger to The Amity Land Company.
Also U. S. Patent for the last named tract. Purchase price
of the Millinger land was $500.

Yours truly,

By L. C.
HOLLY, PROWERS CO., COLO. May 11th, 1898.

Close Bros.' Delay

in Passing Abstracts.

Mr. A. W. Krech,

120 Broadway,

New York, N.Y.

Dear Mr. Krech:

Close Brothers & Company's handling of our abstract has been and is continuing to be, most eminently unsatisfactory. The delay is beyond all reason. It is so great that all of the people who are purchasing lands for us and who are selling lands for us are irritated, and it materially interferes with my ability to purchase lands.

You will remember that I spoke to you about the Indian Claims north of Lamar while you were out here. The price set on these claims was $12.50 per acre. Mr. Graves and you both approved of this purchase when I was in New York for this price. When I returned here I made the following contract with Dan Kesee, the agent: we were to buy the Indian Claims from him at $10.00 per acre, he was to enter into a contract for their sale, and we were to buy any portion at this price that he could clear and get a title to. In addition to the $10.00 per acre, I was to allow him $300.00 on back taxes. You see by this contract that I was paying a sum of money for certain lands with a clear title, and was taking other lands in such a way that they would not be
A.W.K.  -  2  -

in shape to demand water of us, and was removing the
greatest source of danger existing under our Canal, to our
corner of water.

Dan Kesee's lawyer, O. O. Hess, has just returned
to Judge Goodale the contract which Judge Goodale wrote and
submitted for the signing of Dan Kesee and other parties
in interest, and Hess has stated that by reason of the delay
in passing on abstracts, he considers it right to incorporate
a great many things into the contract which he did not expect
before, and which contract I cannot approve and cannot sign.
It is therefore possible, I may even say probable, that
this entire deal will fall through.

This delay in abstracts has been a source of
much annoyance to all parties concerned for some time, and
I have not said anything about it until it got very bad,
and then I wrote Close Brothers what I considered to be a
polite letter, and got a sarcastic one in return. If Close
Brothers cannot pass on our abstracts within a reasonable
time, we will certainly have to get some one else to do it.

I write you all this for your information and
to request any suggestions which you may have on the subject.

I enclose you a letter from Kilgore and Hess to
Judge Goodale under date of May 9th, regarding this contract.

Yours very truly,
Delay in
Abstracts.

Close Bros. & Co.,
Chicago, Ills.

Gentlemen:

My efforts for the purchase of lands in Colorado are being very materially interfered with by the delay in passing on abstracts in your office. I wrote you upon this subject once before and received in return a sarcastic reply. I do not wish to ask for any information pertaining to your office, except such as is proper for me to know, but I should be very glad if you will inform me whether the delay from which we have suffered is likely to continue, and if so, for how long, and when the delay has been ended, if it will be, what time I can count on and promise the sellers of land will be consummated in the passing on abstracts.

The entire deal with Dan Kesee for the contract of the Indian Claims, which land I had succeeded in contracting to buy for $4,000 less than the price agreed upon when I was in New York, is about to fall through by reason of the delay in abstracts.

Yours truly,
La Junta, Colo.,

9th May, 1898.

Judge C. C. Goodale,

Lamar, Colo.

Dear sir:

Yours containing contract received, and while I don't like to make any changes in it, yet there are some things I think ought to be mentioned, that are absent from your contract, and I send you the enclosed for your examination and decision. I think that Wiley acting as he doubtless is, for the Chicago firm, should be bound to some specified time, and not leave it indefinitely to the Chicago firm to approve whenever it suits them best, also they should be bound to purchase, or in other words, bound under the same obligation that Dan is to sell, which I have also inserted. About the land that stands in my name of course, if your folks desire it, I can enter into a contract to sell to them, but why not make the sale at once, and I will make deed, and thereby save all further trouble. I know Chicago people must approve title, etc., as you say, but they have had the abstracts quite long enough to pass upon them already, and I see no reason for their waiting until the war with Spain is over, before they are willing to bind themselves, or do anything else, and it looks as though they were waiting for something of the sort, before they are willing to say what they will do.

Dan is anxious to make this sale, and so am I, and do not want to do anything that will obstruct it, and will help it along any way I can, but it seems to me that the contract you sent is too one sided. Have you any knowledge when they of Chicago will pass on the abstracts? Let us hear from you again and oblige.

Yours truly,

(Signed) Kilgore & Hess.
HOLLY, PROWERS CO., COLO., May 10th, 1898.

N.E. 22-22-45.

Close Bros. & Co.,
Chicago, Ills.

Gentlemen:

We enclose herewith abstract of title to the N.E. 22-22-45 with authenticated field note. Abstract shows release of trustee deed for $1400; also power of sale for trustee under the second trust deed. Purchase price, with two old water rights, $2400.

Yours truly,

By L.G.
S.E. 20-22-41.

Close pros. & Co.,
Chicago, Ills.

Gentlemen:

In reply to yours of May 6th, regarding the S.E. 20-22-41, we sent you authenticated field note on the 5th instant, and you will see by referring to ours of the 30th that the purchase price was $500.

Yours truly,
THE AMITY LAND AND IRRIGATION CO.

HOLLY, PROWERS CO., COLO., 10th May, 1898.

Goodale Letter.

Close Bros. & Co.,
Chicago, Ills.

Gentlemen:

I enclose herewith letter from Judge Goodale, regarding the abstracts for the Indian Claims.

Yours truly,
Milford's Abstract.

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

Gentlemen:

In regard to Milford's abstract,-- Milford is in to see me every few days about this abstract. He has a deal on foot to borrow some money; the loan has been approved and the money is waiting for him. He is afraid that a longer delay will cause the loan to be recalled. I have promised him his abstract, and if it is impossible for you to make it in your office, I shall have to have it made elsewhere.

Very truly,
3d May, 1893.

Water Supply.

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

Gentlemen;

I have carefully noted your favor of May 6th, referring to the water and condition of the country. The country never looked so prosperous as it does today, and the present run of water, from all indications, will last for about thirty days.

I note that you will collect the railroad fare for receipts which I sent you. I also note your advice in asking for renewal of passes before they have expired.

I may say in this connection that the pass which you supplied me was handled in a very much more satisfactory way than the pass I now have; I did not ask Mr. Morton to supply me with
HOLLY, PROWERS CO., COLO. 9th May, 1898.

- 2 -

[Signature]

a pass, but he did it voluntarily, which was an exhibition of great thoughtfulness and kindness on his part. I therefore accepted it from him with thanks.

Very truly,
HOLLY, PROWSERS CO., Colo. 7th May, 1898.

Pettee Laterals.

Close Bros. & Co.,

Chicago, Ills.

Gentlemen:

In the morning mail of today we sent in application for H. A. Pettee, but forgot to state that Mr. Pettee would make his own laterals.

Yours truly,

By J. D.
HOLLY, Prowers Co., Colo., 7th May, 1898.

N.W. 7-22-45.

Close Bros. & Co.;
Chicago, Ills.

Gentlemen:

We enclose herewith abstract of title N.W. 7-22-45 in which the power of sale given in the deed of trust, described under §7 is fully abstracted and extension made so as to show all taxes paid to date. Also two water rights definitely located on this quarter. The price of this quarter with 288 cubic feet of water is $1600.

Yours truly,

By L.G.
Transfer of W.R.
for J. M. Wright.

Close Bros. & Co.,
Chicago, Ills.

Gentlemen:

Replying to your favors of April 27th and May 2nd,
in regard to transfer of the water right for use of J.M.
Wright from the S.F. 6-22-45,—this seems to be an excellent
piece of land from which to transfer and your suggestion
I think cannot be improved upon.

Yours truly,
HOLLY, Prowers Co., Colo. 9th May, 1898.

Salvation Army
Colony Laterals.

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

Dear Mr. Krech:

I enclose you herewith correspondence relative to the Salvation Army Colony laterals.

Very truly yours,
HOLLY, PROWERS CO., COLO. 9th May, 1898.

Sal. Army Colony
Laterals.

Close Bros. & Co.,
Chicago, Ills.

Gentlemen:

Upon the first reading of the proposition made to
the Salvation Army, I could not see the correctness of
your position that they were to pay us for all improvements
that we made, but upon a second reading of it, I considered
that your position was correct and that I had been wrong.

I therefore called on Col. Holland, and explained
the position to him; he failed to see the matter in the
light which we did. I then being obliged to go up the
River, sent a copy of this special clause of the option
to him, together with a letter, --a copy of which I en-
close you,--and I told Col. Holland in person that unless
he agreed to these terms, we should remove our outfit
from his work, and when I sent Mr. Duncan with the
enclosed letter, I ordered Mr. Duncan to remove our teams
from the work, unless Col. Holland agreed to this view of
the contract.

Yours truly,
Col. Holland,

Salvation Army Colony,

Holly, Colo.

Dear sir:

I enclose herewith a copy of the clause in the option and memorandum which was submitted to Com. Booth-Tucker, dated Sept. 29th, 1898.

First,—We understand this clause to mean that the Salvation Army Colony is to build its own laterals;

Second,—If any laterals had been built by the Company on the date of Sept. 29th, or if any laterals were built by the Company on this land between the date of Sept. 29th and your acceptance of this proposition, that they should be paid for at the rate of 25 cents per acre for upland laterals and 35 cents per acre for bottom laterals.

There is therefore to our minds but one conclusion to arrive at, and that is that the laterals are to be built by the Salvation Army Colony, but if they are constructed by us, the Salvation Army Colony must pay us for so doing.

Yours truly,

MANAGER.
In case of the acceptance of the proposition first herein contained and any of the options stated, it is to be understood that all laterals from the Buffalo or Amity Ditches as the case may be, shall be constructed by the purchaser, or if heretofore or hereafter constructed by the undersigned, shall be paid for at the rate of 25 cents per acre for all upland, and 35 cents per acre for all bottom land.

DENVER, COLORADO, SEPT. 28, 1897.
HOLLY, Prowers Co., Colo. 6th May, 1898.

Jno. W. Lyon Land
& Improved Places.

Mr. A. W. Krech,
120 Broadway,
New York, N.Y.

Dear Mr. Krech:-

In reference to the John W. Lyon land, of which I wrote you a day or two since, I decided to get a map of the land surrounding Holly, and while I can't indicate its appearance to you, I can, by a description and by this map, give you some idea of the relations between the different pieces of land and their relative value.

You will notice both east and west of the Holly Ranch proper, right south of the railroad track, that I have laid out five acre tracts. These tracts have a ready sale, comparatively speaking, at $60 per acre for ten acre tracts and $65 for five acre tracts. None of the tracts on the south side of the track have been sold, but most of the tracts in the S.E. 10 have been sold. None of these tracts, either in the S.E. 10 or on the east and west side of Holly, are first class land. They are bottom land of heavy sod, and are not considered to be as good a quality as the up-land.

The N. 1/2 of the S. 1/2 of 7 and the N. 1/2 of the S.1/2 of 8 are what is called second bench land, or high land,
A.W.K. #2.

which is much better for five acre tract farming than the tracts around Holly.

The brown lines on the map are the County roads, and it is my intention to continue the County road running west between Sections 9 and 16, and to cut the S. 1/2 of Secs. 7 and 8 up into five acre tracts. Section 12, upon which the Salvation Army is located, is well adapted to these small tracts.

As we go north in Sections 7 and 8, the land improves and that owned by John W. Lyon, which is the N. 1/2 of the N. 1/2 of 7 and the N. 1/2 of the N. 1/2 of 8, you will notice is almost entirely under the Buffalo Canal. The S. 1/2 of the N. 1/2 of 7 is owned by J. Tillett; this has a water right and I think we cannot buy it. You will see that the John W. Lyon tract of land is almost midway between the town of Holly and the Salvation Army Colony.

I understand that the Salvation Army Colony will have a side track and a station put in near their section so that the Lyon land will be within market gardening distance of either Holly or the Salvation Army Colony.

In order to give you some description of the improvements, I begin on the right of the map, north of the railroad.

The N.W. of 14 is all under cultivation with houses on each 80 occupied by renters.
THE AMITY LAND AND IRRIGATION CO.

HOLLY, PROWERS CO., Colo. 6th May, 1898.

A.W.K. # 3.

The N.E. of 15, outside of the town of Holly, is all under cultivation.

The E. 1/2 of the N.W. of 15 is under cultivation and has a nice house on it.

The land owned by John Falk in the N.E. 16 and the N.W. of 15, is in cultivation. This land was sold Falk because it was very low and much of it is swampy and practically of no use.

The N. 1/2 N.W. of 16 should be purchased by us, but will be held at a pretty high price, something between $10 and $15 per acre.

The land owned by C. L. McPherson in the S. 1/2 of 9 and N.W. of 10 cannot be purchased, and very little of it is improved.

The S.W. of 11 is composed of high bluffs, but part of it can be irrigated, and we are negotiating for the purchase of it.

Nearly all of the S.E/ of 10 is under cultivation.

The W. 1/2 of the S.W. of 2 and the W. 1/2 of the N.W. of 11 is strictly first class land, and would be splendid for five acre tracts, lying as it does along the main road immediately north of Holly. Its only objection is that it is under the Limber.

The N.E. of 10 is a homestead claim by our station agent here and has not yet been proved up.

The S.E. of the N.W. of 10 is in the same condition.
HOLLY, Prowers Co., Colo. 6th May, 1898.

A.W.K. #4.

Frank Crowley's place in the S.W. of 3, and the N.W. of 10, is fast assuming the finest place in the Arkansas Valley.

The land owned by Mrs. Carr in the N.E. of 9 and the N.W. of 10, is in process of purchase.

The land owned by Brown in the N.E. of 9 is not yet plowed up. That owned by Pratt in the S.W. of 9 is in the same condition. The land owned by Rogers and Hawkins in the S.W. of 4 has been broken up and is in cultivation with good houses on it. That owned by Johnson in the S.W. of 4 is in cultivation but has a poor house on it. I have improved the 80 in the N.W. of 4 to be rented.

The land occupied by Crowley, Hawkins and Rogers and Johnson is on a high bluff irrigated from the Amity Canal, and is one of the prettiest places about Holly and this road east and west running to the south is going to be one of the finest roads in this country.

I don't know how much all this description will interest you, but you can skip as much of it as you wish. It has been my desire to give you some idea of the relations of things here.

Yours truly,

[Signature]
HOLLY, PROWERS CO., COLO. May 5th, 1898.

Close Correspondence.

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

Dear Mr. Krech:

I especially call your attention today to a letter written to Close Bros. & Company relative to the purchase of lands. While of course I wish to have Close Bros. & Company's approval of all land purchased, I yet consider that it is only vital to have their approval of the abstract, and that the making the deal for the land itself and fixing the price, rests with me. In making the price, which you will remember I established at $3.12 per acre for irrigable land, it was my view, as I understood it, to be the views of the owners in New York, to purchase such land as can be irrigated under our system.

With one hundred thousand acres of land to choose from, it is very probable that a piece of land which is at the present time rough, but which can be made irrigable, would not be selected by a land-seeker, but as the country settles up and land becomes scarce and successful cultivation becomes apparent, and is located next to these tracts which at the first seem unattractive, this rough land will eventually
HOLLY, Prowers Co., Colo. May 5th, 1898.

A.W.K. #2.

sell for more money than our best land is selling for now. It has therefore been my policy to buy at the price of $3.12 per acre all lands which can be irrigated from our system. If the land is high in the sense that under no circumstances water can ever be gotten on it, I have invariably cut that out and paid nothing for it.

Yours very truly,
This Season.

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

Dear Mr. Krech:

You will remember that while I was in New York, Mr. Graves expected a very poor season in Colorado this year, and while all of the evidences pointed to that condition of affairs, I objected to discounting the season in advance, saying that we must not worry about the troubles of lack of water until the time came.

I am very glad to be able to report that we have had a rain lasting 36 hours. The rain was very general in character and the ground has been soaked to a depth of from nine to twelve inches. While it is still threatening, the storm seems to have broken.

We have been carrying in our Canal since last night 207 second feet of water, which is more than enough to supply all demands. This run of water will not last for a long while probably, but we feel confident that by taking care of it, we can get everybody under the Canal thoroughly irrigated.
HOLLY, PROWERS CO., COLO.  May 4th, 1898.

A.W.K. #2.

The season at the present time promises to be a very prosperous one, and while I say that today, you must bear in mind the fact that conditions may change, and it may be decidedly lacking in prosperity before the season is over. One reason that we are doing so nicely is because of the energetic patrolling of the River, and because I have men on our laterals who follow the water to the farmer and see that it is divided and properly applied to the lands.

Yours very truly,
Expense Acct.

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

Dear Mr. Krech:

Enclosed herewith please find expense account from January 9th to May 3rd. I tried to make this expense account in the way you asked, giving the details of each expense and leaving nothing for incidentals, and while theoretically that plan is an excellent one, as a matter of fact, it causes me to pay out of my own pocket about $150.00 for travelling expenses.

Yours truly,
Buffalo Canal.

Mr. A. W. Krech,
120 Broadway,
New York, N.Y.

Dear Mr. Krech:

Since writing the enclosed letter in regard to the Buffalo Canal, I have decided to have a full statement made, first,—giving the acreage of all land under the Buffalo Canal owned by us, dividing in two classes the land which will be benefited by irrigation and that which is natural hay land; second, making the same division of all land which is not owned by us, but which can probably be purchased at a high price.

I may say that in Mr. Hawkins' absence, I have read this letter to Mr. Thomas Berry, our engineer in charge, and he thoroughly agrees with all of the statements that I have made, as to the value of Buffalo water rights and the value of the lands lying under them. Mr. Duncan also agrees with me in this matter.

I think this place of John W. Lyons should be bought at once. In all of these matters, it has been my effort to foresee, before the balance of the community, the value that would attach to different pieces of property, and I have submitted from time to time, the courses which
HOLLY, PROWERS CO., COLO. May 4th, 1898.

A.W.K. #2.

seemed to be wise. It is of course apparent to you that a delay in these matters gives the community a chance to catch up with us, and therefore increase the prices of the property very much.

Yours very truly,
Buffalo Canal.

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

Dear Mr. Krech:

I wish to have you fully advised of the condition and the future of the Buffalo Canal, together with its possibilities.

This Canal has a priority of 67 and 1/2 feet, antedating the Amity Canal by a few months, and antedating all of the Canals between the Amity and the Buffalo headgates. By reason of its physical location on the River and its right to all of the seepage water which rises below the Amity dam, the Buffalo Canal always has a good flow of water, even in the driest years. This was the case in '96 and has been the case all this summer.

The X Y Ranch, owned by Fred Harvey, and located a few miles west of us, has a ditch under this ditch and has a very large amount of alfalfa. It has been my habit since I have been here to permit the X Y to use more than three quarters of our water, because they had more land under cultivation than we had. The priority of this Canal can under no circumstances be used but in Colorado, and it therefore covers but a small area of land in this State.
A.W.K. #2.

The X Y attacked the priority of the Buffalo in the lower courts; the case was won by Judge Rogers in the first court and the Court of Appeals, and it will probably reach the Supreme Court some time next June. If the case in the Supreme Court is settled in our favor, a water right from the Buffalo Canal for one cubic foot of water is worth $2,000, if a water right from one of the ordinary canals on the River is worth $1,000.

All of the land which the map shows to lie under the Buffalo Canal is susceptible to irrigation; a large portion of it, as you will remember my stating to you in conversation, is hay land, and will not be improved to any marked degree by irrigation. We should, therefore, in my opinion, buy all of the land under the Buffalo which is good and which can be irrigated, at a price as high as $10 per acre.

I enclose you diagram and field notes of the land owned by John W. Lyon; this comprises 320 acres, all of which is first class land, and a large portion of which can be irrigated from the Buffalo Canal. Lyon is a fairly well to do man, and can see far enough into the future to see that his land is valuable. His land occupies a different relation to us from land which is under the Amity. We can corner the water under the Amity and thus make land without water practically valueless, but we cannot corner
water under the Buffalo Ditch; therefore the man who owns the land will probably have the right to buy water from the Buffalo Ditch; therefore his land is more valuable than if it were located where he could not buy water. As you will notice, Lyon's land adjoins the Salvation Army land on the west and runs to within three miles of Holly on the east. Immediately south of Lyon's land is some very fine land owned by us and which I propose in the near future cutting up into ten acre tracts. If this land of Lyon's is cut up into ten acre tracts, we ought to be able to sell it for from $60 to $100 per acre within the next five years.

Supposing the case to be won by us in the Supreme Court, I consider a water right from the Buffalo Canal to be equal, if not prior to a water right from the Amity Canal, with a supplementary supply of Reservoir water. The public has not yet discovered this fact, but this season has done much to call its attention to the value of a Buffalo water right. That we may get all of the profit possible out of this, we should buy all of the first class land in Colorado that can be irrigated from the Buffalo Canal, even if it is necessary to pay $15 per acre.

I have had constant and unfailing visits at frequent periods from the citizens of Coolidge to try to make arrangements with me, whereby the Buffalo Canal would be extended to cover the land around Coolidge. My statement
to them has always been that when they could show it to be to our financial advantage, we would consider the matter, but not before.

Koen built a ditch to take the waste water from the Buffalo and run it around Coolidge, at a cost of some three to four thousand dollars. There was a difference of opinion between the citizens of Coolidge and Koen as to who owned this Ditch. On Saturday morning I had a visit from the citizens of Coolidge, who admitted that Koen owned the Ditch and that they had waived their claims to it. This cleared the atmosphere to that extent. In the afternoon I had a visit from Koen, who made this proposition: that if we would deed him the right to two and one half cubic feet of water, one and one half feet of water to be applied to the town of Coolidge, and one cubic foot of water to be applied to 50 acres which he owned under the extension, that he would deed to us the work which he had done on the Buffalo Ditch extension. If we accepted this offer, we would secure the ownership of considerable work that has been done, without paying out any money of our own, further than to put the Ditch into some repair. We would probably be able to sell water rights to some extent from this Extension, and the deed to such rights would have to be made out to read that they would only have water from the Buffalo Ditch during flood time, and that they could not expect to have
A.W.K. #5.

priority water which was needed for irrigation in Colorado. We could sell these rights, even with these limitations in them, at probably $1,000 per right. It would then in my judgement be wise to pick up such first class land in Kansas around Coolidge as could be irrigated from the Buffalo Extension.

If the suggestions which I have made above meet with the approval of the gentlemen in interest, I should be glad to submit an Engineer's report of the line and value of the Buffalo Extension. I don't wish to go to the expense of putting an Engineering force on this work unless the gentlemen in interest think it worth while to do so.

I take this matter up at this time because we are just about to build a waste way for the Amity and Buffalo down Cheyenne to the River, and it would be well for this waste way to be built with a view of feeding the Extension of the Ditch, if that course is considered probable by us.

Yours very truly,
March Expenditures.

Mr. A. W. Krech,

120 Broadway,

New York, N.Y.

Dear Mr. Krech:

Referring to your favor of April 29th, regarding March expenditures, the total equipment for the Ranch for March was $1168, and you state it as something over $1200,--could not this have been a mistake? I have been carefully over the disbursement sheets this morning and I do not find an item of something over $400 for cart, harness, etc. There is an item of $40, which I think you must have misread. Please let me know if this is possible, and if not, please call my attention to the matter in some way specifically so that I can find it on the disbursement sheets. I know of no such expenditure at this time.

The conversation which I had with you in Topeka, I considered covered the necessary horses to do the lateral work for the new settlers. I want to call your attention just for a moment to the condition of affairs that confronted us at that time. We had a large number of new settlers coming into the country with the promise of a very severe shortage of water. A large number of these settlers bought lands so late in the spring that it was impossible to make
HOLLY, Prowers Co., Colo. May 2nd, 1898.

A.W.K. #2.

Laterals to them in the winter, and if we had known what lands it was necessary to lateral, we could not have made these laterals, because the winter was a phenomenal one in the matter of freezing the ground and keeping it frozen. There was one lateral which we were very anxious to construct and upon which I had the outfit stay for something like six weeks, and it was only for one fourth of of this time that they were able to work. When the frosts went out of the ground, there was a very large amount of work which had to be done in a very short space of time.

The Canal at that time was carrying a good head of water, and as far as water supply was considered, we were able to irrigate, and all that was lacking were the laterals necessary to do it, because you will see that as soon as the frost went out of the ground, which permitted us to plow it and work it, the farmer could begin to irrigate his land.

We had before us the same conditions that existed in '96, with a very much increased population under the Ditch, and we had the great fear that the enterprise would this year receive the same setback that it did in '96, and I was informed by the people who were selling our lands that if such a setback occurred again, it would be a very serious matter to overcome it. It was with these facts in view that all of the energy that could possibly be brought to bear on the building of the laterals in a short space of
May 2nd, 1898.

A.W.K. #3.

time allowed us between the time we could work in the ground and the time for the planting of crops, and I must say as work horses were needed I bought them and put them to work, believing it to be a better policy, situated as we were to take care of horses cheaply, to do this than to jeopardize the enterprise to the extent we would have done had the threatened failure of the farmers occurred. This matter I understood to have been thoroughly approved. We have now gotten together an excellent outfit for grading purposes so that we can put, during a large portion of the year, some of the horses in the pasture to recuperate, but every horse that we own will be needed in the Spring when irrigation begins, and laterals will have to be made for new settlers. With all of the horses purchased last spring, we were so crowded for teams that I put my personal driving team to work, besides loaning to the Company several of my personal horses, which horses they are still using. This matter like everything else, it is fair that I should ask should be judged by results.

I am told by Mr. Hawkins that the supply of water in the River is as bad or even worse than it was in '96, when we made such a terrible failure in this country, and yet I call your attention to Mr. Montgomery's report, which is enclosed herewith, to show that there has been no suffering among our people from a lack of water. The country never
HOLLY, PROWERS CO., COLO.  May 2nd, 1898.

A.W.K. #4.

looked as well as it does today, and while there is naturally some kicking among the settlers, there is not, in my opinion, a case of a serious nature.

Another matter which I wish to call your attention to is that the Holly Ranch, under which head most purchases have been made for teams, harness, etc., has not used these things, but they have been bought for the grading and lateral outfit and charged to the Holly Ranch and should be credited to them. It is very difficult to have these matters attended to as they should be in this country. I am making considerable progress in having these charges made to the proper outfits and I hope soon to have this in good working order.

As regards the increase in the expenditures for the first three months of '98, we must always expect this to occur; when the spring opens here and irrigation begins there are trees to be planted, land to be put in condition for the year, irrigation to be done, roads to be fixed up, fences to be changed, and a large amount of work is done to the Holly Townsite and the Ranch, a large portion of which is charged up to the Ranch, whereas it should be charged to these other items. This press of work has now about ceased, and I hope in a few weeks to get the men on the Ranch down to the usual force.
HOLLY, Prowers Co., Colo. 
May 2nd, 1898.

A.W.K. #5.

In regard to the referring of matters to New York in advance of making expenditures, I have tried to carry out your views on this matter, and I think that the expenditures to which you refer have been carrying out the general policy which was approved. If you do not agree with me that this is the case, I shall be glad to have you write me fully wherein I have failed, and I will try to conform still more closely to your views.

Please on receipt of this letter, write me fully, stating whether or not the explanations that I have made to you are satisfactory, and what suggestions that you have in mind that would make the conduct of affairs here to conform more exactly to the wishes of the owners.

The cart which was bought, was bought for Mr. Montgomery, who is the superintendent of irrigation and who lives among the settlers on the hill, and divides up the water in the Ditch during times of scarcity. He is a very efficient man, thoroughly familiar with irrigation and the rules and regulations covering water rights. He was raised in Greeley and is a successful farmer in Greeley, Colorado.

Yours very truly,
Water Rights in
The Henry Canal.

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

Dear Mr. Krech:

I have your favor of the 26th, referring to water rights in the Henry Canal.

I did not intend that the price I put on water rights under the Henry Canal should be considered as a raise of price. I considered that this was the price that you had in your mind; in other words, that as the water rights under the Amity Canal were for one cubic foot of water, and as some of the water rights under the Henry Canal were for one cubic foot of water, that you expected water rights to be bought from the Henry Canal at the rate of $500 per water right of one cubic foot. As I have seemed to misunderstand this, I shall at once stop all negotiations for Henry water rights at more than $500 per water right of 1 and 44/100 cubic feet per second of time.

This purchase of water rights I understood as you did, should be made only in case the land was desirable to us and could be bought at a low figure and where the lands had water rights attached to them. In other words, that it was out object to buy the land, and the purchase of water
rights was a secondary matter, and was to be made because we wished to have the land; that is the method that I have been pursuing. There have been a very few water rights purchased.

There is no standard amount of water to a water right in Colorado. Some water rights even under the Henry Canal, are measured by a certain number of miner's inches; some water rights under the same ditch are 1 and 44/100 cubic feet per second of time, and some are for one cubic foot per second of time. Water rights are also expressed and measured by the amount of land which they are supposed to irrigate; thus, a man will refer to an eighty acre water right or to a forty acre water right, which may mean that he is to get so many miner's inches per second of time or that he is to get any portion of a cubic foot per second of time, and this matter varies not only under different ditches, but under the same ditch. The reason for this is that in the beginning of irrigation, the miner's inch was used to measure water; it was discovered soon that the miner's inch was a variable quantity, and a cubic foot per second of time was adopted instead.

The next reason that brought these changes about was that the duty of water, which is the technical expression for the amount of land that a given amount of water will irrigate, has been gradually increased. The time was when two cubic feet were considered necessary to irrigate eight
A.W.K. #3.

acres. This amount of water was gradually reduced by
arbitrary rulings throughout the different stages until
irrigation has proven that when land is put under culti-
vation, one cubic foot of water per second of time will
irrigate 160 acres, and it is upon that basis that we are
working.

Up to the time of our administration of affairs
of the Fort Lyon Canal, the water rights in the tail end of
the Canal were considered to be of less value than those
further west. This occurred from two reasons, the first
being that the people at the west end or near the Headgates
of the Canal, were inclined to "hog" the water (this is the
vernacular of the ditch people, meaning that they took
more of the water than was their share); the second reason
was that the condition of the Canal and its maintenance was
so poor that it was impossible to run the first priority,
or 165 feet, through to the end of the Canal. In fact, this
was accepted by everybody as a fact,—that it was useless to
try to run 165 cubic feet to the east end of the Canal,
and it was only when there was a flood in the River that there
was an effort made in irrigate the east end of the property.
Since the management of this property has come into our hands,
we have succeeded in using the 165 feet to as good an
advantage in the east end of the Canal as it was used in the
west end.
A.W.K. #4.

This result was obtained from three different reasons: the first being that the Canal having been put in a proper condition by us; the second being that it is managed by an energetic and efficient superintendent, who has no favorites and who has no fear; the third is the energetic way in which we have patrolled the River for the purpose of getting the full priority of the Canal and keeping this priority from time to time so that it was a constant and unvarying quantity.

Our contract with the Fort Lyon Canal requires us upon demand, to develop the King Reservoir up to its available capacity, which is three times as great as the capacity in which the water had been run by the Henry Ditch people. One third of this developed capacity, equal in amount to the capacity which the Henry people had filled with water, shall belong to the Fort Lyon Canal, and this capacity of the King Reservoir will belong to the Henry Canal people generally, but will be applicable only to water rights which are applied east of the King Reservoir.

From what I have written above you will see that the water rights in the east end of the ditch have already enhanced in value by reason of our management and that these water rights will be enhanced to a still greater degree when one third of the developed King Reservoir shall be added to them.
A.W.K. #5.

It is very important indeed for us to take advantage of the values which we create in this country. In order to do that we must be able to look far enough ahead to see what these values will be in the future and to be able to take advantage of them now before the balance of the public wakes up to the fact. Unless we do this, I do not see how we are going to get that profit out of the enterprise which we ought to do.

I recognize thoroughly the difficulties of your position and that of the gentlemen in interest in New York, in being so far away from this enterprise, and simply having large expenditures brought constantly to their attention. It is for this reason that I have so repeatedly and so earnestly urged that some one should come out and devote enough time to the enterprise to go over it and realize its scope and these values, the increase of which we should take advantage of.

The King Reservoir, by reason of its having been filled before our advent in this property, has already a prior right to one filling in the year before our Reservoirs are filled. This is the only Reservoir on the Arkansas River which has such a prior right over ourselves. This preference in the supply of water, referred to by you, means but very little indeed, and is not a matter which need worry you.
THE GREAT PLAINS WATER STORAGE CO.

HOLLY, PROWERS Co., COLO., May 2nd, 1896.

A.W.K. #6.

All of the lands proposed to be bought by us can be irrigated from the rest of our system fully as well as it can be irrigated from the King Reservoir; that is, some lands can be irrigated by our system which cannot be irrigated by the King Reservoir, but there are no lands which can be irrigated from the King Reservoir but can be irrigated from the rest of our system. At the same time, this is a large body of territory which we ought to secure, and the Henry water rights will help us in the irrigation thereof. My idea is to use the Henry water rights that we secure, and the King Reservoir, for irrigating as much land as they will irrigate, and then to use the general system of Reservoirs for irrigating the balance of the lands that can be irrigated either by reason of their location or the quantity of land, from the rest of our system.

I don't know that I have made this matter entirely clear to you; it is one of great importance, and either I should you or you should visit me so that we can talk this matter over and go over it on the maps. Such a visit on my part would be absolutely impossible at this time, but later on in the summer, I may be able to come to New York.

Yours very truly,
HOLLY, FROWERS CO., COLO., April 25th, 1898.

Ft. Lyon Canal
Water Rights.

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

Dear Mr. Krech:

In our agreement with the Ft. Lyon Canal people, we agreed from our side to develop the King Reservoir, and we are to own two-thirds of the developed capacity, and one-third the developed capacity to be the property of the water right owners of the Ft. Lyon Canal. This one-third, which will belong to the Ft. Lyon Canal, can be used as a supplementary supply to only a certain amount of lands under the Ft. Lyon Canal, lying immediately north and east of Lamar. We have further agreed that two-thirds of the developed capacity, which we will own, shall be also applied to such lands.

You have authorized me to purchase twenty water rights in the Ft. Lyon Canal, at the rate of $500 per water right. The water rights in this Canal vary from 1 cubic foot to 1 & 44/100 cubic feet per second of time, and I have therefore adopted a compromised price of $50 per cubic foot of water per second of time, instead of $500 per water right, which, under the circumstances, did not convey a specific meaning.
RESERVOIRS
Location 20 miles north of Lamar, Colo.
Total capacity, 256,822 acre feet.
(11,926,717,048 cubic feet.)
Available capacity, 162,638 acre feet.
(7,955,416,048 cubic feet.)
Area, 14,000 Acres Depth 90 feet.
Drainage area, 12,200 square miles,
from Arkansas River and tributaries.

THE GREAT PLAINS WATER STORAGE CO.

HOLLY, PROWERS CO., COLO. April 25th, 1898.

A.W.K. #2.

After making a very careful canvass, I found that it was impossible to buy water rights from the Fort Lyon Canal at a rate any where near $500 per water right of 1 & 44/100 cubic feet per second of time to a water right.

It seems to me very necessary that the land north of Lamar be bought as nearly as possible in a body. This is the policy of Close Bros. & Company, who very properly say that land is more easily colonized in a body than if it lies in separate tracts. From now on the work of purchasing these lands will probably be very rapid.

The shortage of water this year has not prevented us from giving the Ft. Lyon Canal a better delivery of water than it has ever had before, and our connection with this property, together with the supplementary supply which these water rights will receive from the King Reservoir, is going to increase the price very much. I should like to have authority to purchase more than the twenty contemplated, because a water right from the Ft. Lyon Canal under our management with a supplementary supply from the King Reservoir will be almost as good as a water right from the Amity with a supplementary supply from our Reservoirs, and in buying water rights at the price that I am doing, I buy the water right from the Ft. Lyon Canal with the right to a supplementary supply from that third of the developed King Reservoir which will apply to the Ft. Lyon Canal.
HOLLY, Prowers Co., Colo., April 25th, 1898.

A.W.K. #3.

The public has not waked up to this fact yet, but when it does these water rights that can be supplemented from the King will increase very much in value. I should like very much to have your views on this matter.

Yours very truly,

[Signature]

W. M. WILEY,
Manager

E. C. HAWKINS,
Chief Engineer
S.E. 25-21-46.

Close Bros. & Co.,

Chicago, Ills.

Gentlemen:

We enclose herewith abstract of title S.E. 25-21-46, which has been continued to show the deed of Chas. H. Baumstark, as well as the deeds conveying the water rights formerly belonging to this land, and certificate continued by Faulkner to cover date above deed was recorded.

Yours truly,

By L.C.
HOLLY, PROWERS CO., COLO. 7th May, 1898.

Koen Bond,
Six Quarter Sections,
& Ft. Lyon Water Rights.

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

Dear Mr. Krech:

I have carefully noted your favor of May 3rd.

F. B. Koen assigned all of his property to H. W.
Koen on account of financial difficulties in which F. B.
Koen became involved; therefore all business transacted by
F. B. Koen is transacted in the name of Henry W. Koen, and
as I understand it, F. B. Koen owns no property, nor does he
own the equities in any property, but he is the managerial
head of the property in the name of Henry W. Koen. As the
contract is signed by F. B. Koen, it would seem a question
whether we could hold Henry W. Koen for the fulfillment
of the contract. This fact, however, does not seem to have
been noticed by the Koens.

Regarding the six quarter sections of land north
of Lamar, I received a letter from Mr. Graves in regard
to this land, and some ten days before that land had been
offered to us from Lamar, with the intimation that the land
with the water rights might be bought for less than the
price stated of $9,000. I had not corresponded with
HOLLY, PROWERS CO., Colo.  7th May, 1898.

A.W.K.  - 3 -

Chicago upon the subject, because I was waiting for field notes on the land. I have not yet gotten the information necessary to make up my mind, first, as to whether this is a desirable purchase, and second, whether $9,000 is the best price at which it can be purchased. I cannot see the ground for Mr. Graves' suggestions that a speculation in these water rights is different from a speculation in other water rights. It has never been the intention, as I understand it, to buy any water rights in the Fort Lyon Canal, as water rights pure and simple, but only when they covered land that was desirable to us.

Your understanding of our agreement with the Fort Lyon Canal Company is not exactly correct. The agree- is, in effect, - that upon the request of the Fort Lyon people, and when this property is free from litigation, we shall develop the King Reservoir. It has always been understood by us, and was at the time of the making of this contract, that we would have the option of deciding what constituted the request from the Fort Lyon people. I pointed this fact out to Mr. Graves when he was here. At the same time, on account of our future relations with these people, it will not pay to be too technical with them.

I know of no serious disagreement between the water right owners of the west end of the ditch and those who own lands under the King Reservoir.
HOLLY, PROWERS CO., COLO. 7th May, 1898.

A.W.K. - 3 -

Your view of the matter is correct, as I see it, that there is no reason for us to worry about developing the King, and no steps whatever have been taken toward that end, nor will any be taken until it is necessary from the technical points of the contract, or as a matter of policy, to enter upon this development.

As soon as I have field notes of these six quarters of land referred to, and can speak intelligently of them, I will write you on the subject.

Very truly yours,

[Signature]
HOLLY, PROWERS CO., COLO. 7th May, 1898.

Thomson & Burgerser
Interest & E. 1/2 33-22-42.

Close pros. & Co.,
Chicago, Ills.

Gentlemen:

In reply to your favor of May 5th in regard to Thomson and Burgerser, it was not intended for a moment to consider the matter of rebating their interest. It was a question as to whether you thought it advisable to give them time on it only.

Replying to your favor of May 5th regarding the E. 1/2 33-22-42, papers and notes as stated are both duly received, for which please accept thanks.

Yours truly,
Applications of
Graham, Pettée & Gores.

Close Bros. & Co.,
Chicago, Ills.

Gentlemen:

Enclosed please find applications to purchase, metes and bounds, etc., for all south of the River in the N.W. 36-22-44 for James Graham and for part of the N.W. S.W. 1/4 14-23-42 for John Gores. Also enclosed find his old contract; Mr. Gores wishes this put in with his old contract, and I have made the dates in the application to correspondence with same, and for Mr. H. A. Pettée, for part of the S. 1/2 15-23-42. Mr. Pettée made application last March, of which I gave you notice.

Yours truly,

By J.D.
HOLLY, PROWERS CO., COLO. May 4th, 1898.

Vouchers for Expense Acct.

Mr. A. W. Krech,
120 Broadway,
New York, N.Y.

Dear Mr. Krech:

Enclosed please find voucher #2120 and #454 from the Great Plains Water Storage Company and the Amity Land & Irrigation Company respectively for $107.65 each. Please credit my account with this amount. These vouchers were inadvertently left out of your letter this morning.

Very truly yours,
HOLLY, PROWERS CO., COLO. May 5th, 1898.

Approval of Recent Land Purchases.

Close Bros. & Co.,
Chicago, Ills.

Gentlemen:

Regarding the S.W. 13-22-45, I carefully note what you say on this subject in your favor of May 3rd, and I am extremely sorry if this land was purchased without your approval as to price.

My understanding of the matter in conversation with your Mr. Graves in New York was that for these quarter sections with old water rights, we could afford to pay $2400, and it was in view of this fact that the purchase was made at that price. It is fair for me to say in this connection that your favor of March 5th, referred to, had been overlooked and had passed out of my mind. In fact, I knew that the land could not be bought for this $2000 at the time of receiving the letter, had considered the transaction as one impossible to close and had discharged it from my mind, and then when I had the conversation with your Mr. Graves, I considered that the land should be bought for $2400, although it had been held for $2600.
C. B. & Co. #2.

I hope this explanation will serve to show that I had no intention of buying the land in opposition to your views.

Melissa Conway is a sister of A. N. Parrish, and the transaction looked to me as though he had made money out of her. The thought that a man would betray the confidence of his own sister is almost incredible, and I had not given the matter a great deal of thought. Attention

In regard to the S.E. 25-22-46, I am sorry to say that this land has been bought, 240 acres at $2.50 per acre. The impression which I had from my correspondence with your office was that if the 20 acres of high land was cut out, that the purchase was approved at this price, $2.50 per acre. Mr. Duncan stated to me that less the 20 acres of high land, the purchase was a good one.

I found it to be absolutely impossible to attend to the correspondence and the purchase of lands myself, there being so much detail attached to it, without having the rest of the business suffer. I have employed a young man who keeps together all of the correspondence that is necessary on these matters before it is in shape to submit to you, together with correspondence that may occur with you. I think that in future this will prevent any mistakes such as might occur from not having all of your criticisms before me at the time of closing a deal.
HOLLY, PROWSERS CO., COLO. May 5th, 1898.

C. B. & Co. #3.

In regard to the S.W. N.E. and the S.E. N.E. 33-22-45, under Mr. Duncan's advice as to the quality of this land, the price has been agreed on as $225. There are 85 acres of first class irrigable land, which at $3.12 per acre, would be $258.96. While this land is sandy, it is not objectionably so. The Sand Creek lands have been reported on by Mr. Montgomery, who comes from Greeley, as being especially adapted for potatoes and fruit. He tells me that the quality of the Sand Creek lands is similar to the best quality of lands about Eaton and Greeley. While the location of this land in Range 45 from our present system would seem to be quite distant, yet the cultivation that will grow from the Reservoirs will put this body of land immediately next to a large body of irrigated and thickly settled land, which will occur from our Reservoirs.

I should like to have had this explanation before you and to have had your approval of this purchase before it has been closed, but even as it is I hope that with the above explanation, you can approve of it.

Yours truly,
HOLLY, PROWERS CO., COLO. May 5th, 1893.

Field Notes & Recorded Deeds For'd.

Close Bros. & Co.,
Chicago, Ills.

Gentlemen:

We return herewith the five field notes enclosed with yours of May 3rd, all of which have been approved by Mr. Duncan.

Recorded deeds for the N. 1/2 N.F. 17-21-46, S.W. 15-22-46 and W. 1/2 N.W. 35-22-42, were forwarded to you April 20th.

Yours truly,

By L.G.
HOLLY, PROWERS CO., COLO. May 5th, 1898.

Lands Submitted by Cooper.

Close Bros. & Co.,
Chicago, Ills.

Gentlemen:

The six pieces of land referred to in your favor of May 3rd as being offered for $1500 a quarter, were submitted to us by Mr. Cooper under date of April 25th for exactly the same price, and Mr. Cooper is negotiating for them on a basis of $1400 per quarter. We were waiting to perfect the field notes before taking that matter up with your office.

Yours truly,
HOLLY, PROWERS CO., COLO. May 6th, 1898.

Hambledon Letter.

Close Bros. & Co.,

Chicago, Ills.

Gentlemen:

I enclose you a letter from O. Hambledon, of Garden City, Kansas. I think it will probably be a good idea to rent as much of this land as is possible for pasture purposes.

Yours truly,
Cooper Letter.

Close Bros. & Co.,
Chicago, Ills.

Gentlemen:

Enclosed please find letter from D. E. Cooper,
in regard to abstracts; please do what you can for us in the
premises.

Yours truly,
Holy, Prowers Co., Colo. May 4th, 1898.

Neumister Land.

Close Bros. & Co.,

Chicago, Ills.

Gentlemen:

I have carefully noted your favor of May 2nd in regard to J. C. Neumister, and as soon as I get all of the facts in the matter, I shall communicate with you on the subject, before coming to a conclusion.

Yours truly,
HOLLY, PROWERS CO., COLO.      May 4th, 1898.

Murphy Contract.

Close Bros. & Co.,

Chicago, Ills.

Gentlemen:

We enclose herewith land contract #3026 to John E. Murphy for part of the S.W. N.W. 15-23-42. Kindly make out deed to John E. Murphy and send same to this office.

Yours truly,
Recent Rains.

Close Bros. & Co.,

Chamber of Commerce,

Chicago, Illinois.

Gentlemen:-

For the last 36 hours we have had a general rain.

The rain has been of a drizzling character and has been soaked into the ground until the ground is soaked between nine and twelve inches deep. We are carrying at the Headgate today 207 feet. Our crops are in splendid condition and no more favorable time could be selected for showing our enterprise to land-seekers than the present.

Yours truly.
HOLLY, PROWSERS CO., COLO.  6th May, 1890.

Field Notes
Signed by Duncan.

Close Bros. & Co.,
Chicago, Ills.

Gentlemen:

In answer to your favor of May 2nd, all field notes of an important character, especially those relating to the purchase of land, are made by Mr. Duncan and by him only. I should not trust any one else in this matter, unless one of our other engineers were to run a level over the land. I have instructed Mr. Duncan to sign all of the field notes which we now have, so our office can copy these notes and report to you, that are signed by Mr. Duncan in the book.

Yours truly,
THE AMITY LAND AND IRRIGATION CO.

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

Gooch Contract.

Close Bros. & Co.,
Chicago, Ills.

Gentlemen:

Enclosed herewith please find contract of

G. I. Gooch for the S.E. N.W. 35-22-42.

Yours truly,
HOLLY, PROWERS CO., COLO.   May 4th, 1898.

S.E. 20-22-41.

Close Bros. & Co.,

Chicago, Ills.

Gentlemen:

We enclose herewith abstract of title to the S.E. 20-22-41, showing record of deed from A. E. Markham to the Amity Land Company, and certificate continued to include date upon which deed was filed for record.

Yours truly,
HOLLY, PROWSERS CO., COLO. May 3rd, 1898.

Buckler &
Patterson Contracts.

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

Gentlemen:

We enclose you herewith contract #3304 to J. R. Buckler for the W. 1/2 S.E. 32-22-42, and contract #3060, E. A. Patterson for part of the S.E. 10-23-42, assigned to J. W. Bryce. He will pay the interest by the 20th of this month, and will pay principal six months from date. He is to improve the land next spring.

Yours truly,