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

Dear Sir:

Herewith we enclose a copy of letter from J. S. Chenoweth together with copy of Mr. Mohl’s reply for your information.

Yours truly,

Encl.

Close Brothers & Co.
COPY

Whitewater, Wis., 7/16/99

Close Bros. & Co.,
Chicago, Ill.

Gentlemen:

Your letter of the 3rd was duly received, and I have been considering the matter of the Gill 60 and trying to get at the situation there, and have come to the conclusion to surrender any rights I may have in the 60 acres that I applied for if you will return to me the ($25) twenty-five dollars I paid on application and ($53) fifty-three dollars I paid to Mr. Gill for breaking the balance of the land, and you can have the share of the crop coming to me (1/4). Then I will be out the $30 and more it cost me to go there and what work I have put on the place and all the time and money spent traveling around here to distribute your "Farmers Story" and cards and money paid for postage to send them through the mails. To say that I am very sorry and very much disappointed at the outcome there is putting it mild. My son writes me "Blowed in $1000 and won't get enough to winter on." In such a situation if I help him out of this fix it will be about all I can do and I would not like to obligate to do any more. I feel bad enough about it having called his attention to that country and going there with him and believing what Mr. Mohl and the Co. said about the possibilities there. But as I have said in former letters without water the land is of no value to me and it appears the Co. has not and I fear cannot supply the water for so much land already contracted, and how can they furnish water sufficient for crops in future for more land they are trying to sell. You could well afford to return to me all the
expense I have been to on this 80 in view of what I have done for the Co. and in view of what it cost you from Wm. Gill. If so then let us part in peace and let me help my son,—that ought to satisfy you.

Respectfully,

(Signed) S. F. Dean.
Mr. S. F. Dean,
Whitewater, Wis.

Dear Sir:

Your letter of the 16th inst. is received, and we are sorry to hear that you have decided not to complete the deal for a piece of Amity land. We do not know that we can add to what we have already told you except to say that we have every confidence in the possibilities of that part of the country and are now more than ever confirmed in that opinion. The drawbacks owing to a shortage of water that occurred in the early part of the season can be remedied, as fully explained to you. After all, crops are not so bad down there this year, if any reliance is to be placed upon the following quotations from the last issue of the Lamar Sparks. "Winter wheat is being harvested now, and the estimates are that the yield will be about an average one." "The first cantaloupes of the season will be ready for shipment from this county in about three weeks. Nearly all the melon fields look excellent and give promise of a great yield." However as you appear to have definitely decided not to go on with the deal it is useless saying more on that score.

With reference to your claim for a return of the $25 binding money and the $53 paid for breaking would say, we do not think your claim well founded. The deal was made openly and after you had seen the land, and besides the application distinctly states that the binding money was to be forfeited in case of failure to close up the deal. We might also state that had you not made the purchase
J. W. P. ———S. F. D.

we would have been able to dispose of the land to someone else. Under the circumstances we do not see any reason why the money you have paid should be refunded. We still think that you are making a mistake in not going ahead with the deal as we are confident the investment would have turned out a good one.

Yours truly,

[Signature]

[Date]
34 Nassau Street,

New York. 

July 18th, 1899.

A. W. Krech, Esq.

120 Broadway, City.

Dear Mr. Krech:

I enclose you herewith vouchers from Mr. Ayres in the Turner account for June, 1899, also letter from Mr. Ayres under date of July 14th. Will you please instruct him to pay these taxes, enclosing a remittance for that amount, or to draw on you or on me for the same; kindly advise me if you have done this, or if you wish me to notify Mr. Ayres to that effect.

Yours truly,

Enc.
A. W. Krech, Esq.,
The Mercantile Trust Co., New York City.

Dear Sir:-

We have yours of 18th with reference to circular letter issued by Mr. Mohl under date July 12. We agree with you that the wording of this circular with reference to lost crops is unfortunate. Of course it in no way binds the Company and as a matter of fact, as we understand it, the Company's proposition practically amounts to pretty much the same thing as stated by Mr. Mohl, viz., that those farmers who through no fault of their own and on account of the failure of the Company to supply water failed either partially or entirely to raise a crop would have their cases considered at the end of the season on their merits. Of course the settlers were meant to understand and did understand that in cases where the evidence disclosed a loss in consequence of the failure of the Company to supply water that loss would be adjusted on some equitable basis. This is neither more nor less than the proposition which Mr. Wiley himself so urgently advocated by wire and letter almost as soon as he returned from New York to Prowers County.

He urgently requested us at that time to second his efforts to obtain the consent of you gentlemen in New York to doing this very thing, and you gentlemen did consent a month or more before you and our Mr. Graves went out to Prowers County. Meantime, however, Mr. Wiley's views on this matter had undergone some change in consequence of a personal altercation between himself and Mr. Howell, (one of the settlers) upon this subject and Mr. Wiley because of this altercation had changed his mind and opposed the Company granting any rebates or compensation for loss of crops while he advocated making it up to certain favored settlers in other ways. The object of this, of course, was to cut Mr. Howell out from any benefit in consequence of his personal altercation with Mr. Wiley. We have no desire to interfere unduly in the relations between Mr. Wiley and the individual settlers in Prowers County but we do not think that the policy of the Company ought to be governed by chance disputes between their local manager and individual settlers; neither do we think that what was right and fair and good policy before an altercation of this sort would cease to be right and fair and good policy after it. However this may be, there is no question that when you and our Mr. Graves were out there and met the Committee of the settlers we did in fact agree as above stated to consider the cases of lost crops on their merits at the end of the season when the loss could be ascertained, and at the request of the Committee this was put in writing and we presume that it is the intention of the Company not merely to consider but to adjust losses on some equitable basis; otherwise of course the agreement to consider would be a mere subterfuge and would aggravate the situation instead of improving it.

Mr. Mohl's circular, however unfortunately worded, will in our opinion neither add to nor subtract from the obligation of the Company arising out of the above mentioned agreement with the settlers.

Yours truly,

[Signature]
Holly, Colorado, June 16th, 1899.

To the Committee of Farmers Under the Amity Canal,

Gentlemen:

In compliance with your request that we should state in writing the substance of the statement of the position of the Great Plains Water Company, as made at the meeting today we beg to say:

**FIRST.**

As to all questions of damage suffered by reason of any alleged defaults of the Company in respect to the supply of water for the year 1899, the Company agrees at the close of the season to consider each individual case upon its merits.

**SECOND.**

As regards reservoir water, it has always been the intention of the Company to therewith supplement the supply of the Amity Canal, but owing to the varying amounts needed each year, it has been found impossible to fix any definite amount for each individual user.

After careful consideration with a view of stating the position of each water right owner under the Amity Canal, they caused to be prepared the draft statement defining the position of Amity owners with reference to reservoir water, which has been exhibited in the office of the Company during the past year.

That each owner might have the terms of that statement in contract form, it has lately caused to be prepared a form of contract a copy of which is hereto attached.

It is not the intention of the Company to sell water from the Reservoirs to such an extent as to endanger the ability to deliver water to Amity owners as called for by said contract.

Respectfully,
MEMORANDA OF AGREEMENT Made this ______ day of ______

A.D. ______ between THE GREAT PLAINS WATER COMPANY, a Corporation
organized in and existing under and by virtue of the laws of the
State of Colorado, hereinafter for brevity called "The Company", of
the first part, and __________________ of the County of __________________
and State of __________________ hereinafter for brevity called
"the purchaser", of the second part:

WHEREAS the purchaser is the holder of a certain contract
of purchase dated __________________ A.D. __________ between
____________ and __________ for the purchase of

______________________________
together with the right to use upon said land water right from
the Amity Canal, situate in Bent and Prowers Counties, Colorado, as
the same is more particularly set forth in the said contract of
purchase; And

WHEREAS, By reason of said contract of purchase, the pur-
chaser is entitled to the benefit of the Reservoir water supply from
the Reservoirs of the Company situate in the Counties of Kiowa and
Prowers, Colorado, upon payment of an annual charge for maintaining,
repairing and superintending the reservoir system of said Company,
of the sum hereinafter set forth, being one half of the annual
charge, payable by said purchaser for maintaining, repairing and
superintending said Amity Canal.

NOW THEREFORE, In consideration of the sum of One Dollar
and of the premises, the said Company hereby agrees to grant, bar-
gain, sell and convey to said purchaser, his heirs and assigns,
the right to the use, in connection with the said water right here-
inbefore mentioned, of a supplemental supply of water from said Re-
servoirs, to be delivered in accordance with the rules and regula-
tions of the Company, as the same may be needed, upon the payment
on or before the first day of April of each year, at the office of
said Company, of the sum of__________________ Dollars, which is hereby
reserved as a charge for maintaining, repairing and superintending the Reservoir system of said Company, and upon the full and faithful performance by the purchaser, his heirs or assigns, of all the terms and conditions of said contract of purchase.

Said supplemental supply is to be used only upon the premises hereinbefore described, and use on other premises shall operate as a forfeiture of the right to the same, and this agreement is subject to all the terms, conditions and stipulations contained in the water deed hereinbefore referred to, (so far as the same refer to the supply, delivery, and use of water), and to the Rules and Regulations of the Company concerning the use of said supplemental supply.

It is expressly agreed that the prompt payment when due, by the purchaser, each and every year of the annual charges payable by him for maintaining, repairing and superintending the said Amity Canal and the said Reservoir system, shall be a condition precedent to his right to a supplemental supply of water from said reservoirs.

IN WITNESS WHEREOF, The said parties have caused these presents to be executed and delivered in duplicate, the day and year first above written.

THE GREAT PLAINS WATER COMPANY, (SEAL)

by................................................
  Attorney in Fact.

................................................
A. W. Krech, Esq.,

Mercantile Trust Co.,

New York.

Dear Sir:

Enclosed we beg to hand you copy of correspondence with S. F. Dean of Whitewater, Wis., which explains itself.

Yours truly,

Encl.

Close Brothers & Co.
A. W. Krech, Esq.

Mercantile Trust Company,

New York City.

Dear Sir:

We have today received April Vouchers as follows:

<table>
<thead>
<tr>
<th>Company</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amity Land Company, aggregating</td>
<td>$17,472.94</td>
</tr>
<tr>
<td>Except Voucher No. 125</td>
<td>$3.50</td>
</tr>
<tr>
<td>Voucher No. 127</td>
<td>2.00</td>
</tr>
</tbody>
</table>

| Great Plains Water Company, aggregating | $21,569.97 |
| Except Voucher No. 1            | $25,00    |
| Voucher No. 14                  | 3.00      |
| Voucher No. 29                  | 1.00      |
| Voucher No. 30                  | 1.00      |
| Voucher No. 45                  | 62.00     |

Yours truly,

[Signature]

Close Brothers & Co.
A. W. Krech, Esq.,

The Mercantile Trust Co., New York City.

Dear Sir:—

I enclose herewith copy of letter received this morning from T. C. Henry of Denver Colorado. I do not propose to reply to this letter until I have heard from you and from Judge Rogers, to whom I am also sending a copy to-day. You will notice that while Mr. Henry is all in favor of a compromise he gives no details and it struck me that possibly it might be well to draw him out a little upon this subject. With that object I would send him, should you and Judge Rogers approve, a letter in the terms of the enclosed draft. In case I hear from both you and Judge Rogers approving of my doing so I will forward this letter; otherwise I will let the matter drop or take such other action in the matter as may be deemed best by you and Judge Rogers.

Yours faithfully,

[Signature]
Mr. Grant,

Dear Sir:

I think I had a brief interview with you in your office several years ago. My impression then formed lends me to believe that regardless of the source and without prejudice you would seriously review any proposition which bears upon your business interests. Therefore I venture to offer some suggestions relative to matters affecting the "Gt. Plains Water Storage Co." My interests being adverse you will of course I expect take that fact into full consideration; but I do not believe you will, nilly willy, therefore wholly reject or disregard them.

I concede that I should prefer that the maze of litigation and conflict going on should be terminated; therefore I am favorable to a compromise. I do not believe that can be accomplished so long as Mr. Wiley or Judge Rogers have "the say". The attempt has been made several times. Mr. Wiley himself is very undiplomatic, headstrong, and utterly lacking in tact to say the least. It was a grave mistake at the outset to mislead and deceive the officers of the First Nat. Bk. here. The deceit practiced upon me was even more flagrant but of less consequence of course. Mr. Wiley has aroused miscellaneous other antagonisms which added to his defects of temperament and judgment will surely defeat the hope of financial success for his Company as long as he directs.

Mr. Rogers is not a business man, nor has he practical business sense. He is plausible but a theorist. He is too narrow by nature for the plane he assumes. He is a student but strongly opinionated, and his scholarship and persistence but make him unsafe to load a willing client. He is honest and I think sincere. Even if his knowledge and the application of facts were not faulty frequently his inability to take full survey of all the circumstances and influences which sway court decisions - in Colorado all courts are courts of equity - is well known.

I enclose clippings of decisions the past week in which cases he was attorney and the Gt. Plains Co. involved. And yet he is so constituted that he is likely to extract success, quite likely "victory" even. I heard a prominent attorney yesterday remark, "Why I don't believe "Platt" yet fully realizes that the 'State Land Board' turned him down in that land sale!"

So long as these two men are your representatives in charge, particularly Wiley, who poses as "the whole thing," it must be expected that the various interest opposed will harrass and obstruct every measure Wiley and Rogers favor.

Even should the claims of the First National Bank in the end be defeated, which I think wholly improbable, and that end is a long way off, the injury and permanent harm meantime effected would very greatly outweigh the fruits of the judicial victory. Until recently, for reasons I will not detail, Wiley has had the support of the principal local influences. He has therefore had friendly courts etc. Now the local sentiment is changed. I propose to make a test at the annual meeting in December for the selection of Directors of the Ft. Lyon Canal Co.

Of course should the Supreme Court decide next fall in our favor and so overthrow the Ft. Lyon organization as we expect then there would be no more contract relations with the Gt. Plains Co. to contest.
Now, Mr. Grant, neither Mr. Moffat, myself nor the several other interests at present arrayed against your Company desire to harm you in the least. We are opposed to Wiley. He has pursued a dishonorable business course. Rogers is a lawyer and knows no better. Before matters get beyond a point where your interests are hopelessly jeopardized - when it might be out of our power to assist you, even were a compromise effected - I think you or some one with your experience and authority should come on, take up the whole matter with the opposing interests, and dispose of the contention.

I write you wholly upon my own responsibility and without consulting any one. I may or may not be as "black as I have been painted" but that should not and I think will not influence or affect you. I am proposing a sensible and speedy solution of business differences, which should no longer beset us. This letter calls for no reply nor do I expect any.

I am, very respectfully,

(Signed) T. C. Henry.
T. C. Henry, Esq.,
Hotel Metropole,
Denver, Colorado.

Dear Sir:

Yours of 16th, addressed to Mr. "Grant," is received and carefully noted. I am not in any way familiar with the details of the matters referred to in connection with the litigation over the Great Plains Water Company. You omitted to enclose the newspaper cuttings referred to, which might possibly have thrown some further light upon the subject. The interests of my firm in the entire enterprise are chiefly connected with the colonization and general management and, as above stated, being quite unfamiliar with the details of the litigation in Colorado it would be foolish to undertake to express any opinion. As an abstract proposition I am disposed to agree with you that a reasonable compromise is usually better for both sides than a fight, and perhaps a compromise in this particular case might be possible, but as to this I am in no position to judge and you do not give me any suggestion whatever as to the basis or lines which you would suggest for a compromises. And in any case you will understand I have no authority to make one; all that I can do would be to pass the matter along with such recommendations as I saw fit to make to the owners in New York, but even this I cannot do unless you see fit to outline the basis which you would suggest for a compromise with a reasonable amount of detail.

Yours faithfully,
A. W. Krech, Esq.,

Mercantile Trust Company,

New York City.

Dear Sir:

For your information we enclose herewith tissue copy of letter received from Mr. Fred Mohl this morning.

Yours truly,

Encl.

[Signature]
C B Co-2.

I am also very much pleased to note that you have recommended to the New York people the necessity of taking some active steps leading to an improvement in the state of affairs in Prowers County, as there is no doubt that the sooner this is done the better it will be for all concerned.

Yours truly,

Fred Mobul.
July 15th, 1899.

Close Bros. & Co.,
Chicago, Illinois.

Gentlemen,—

Your favor of the 13th inst. received and note that Jas. Hagedorn's proposition to sell his farm at $35.00 per acre, has been submitted to the New York office.

I also note that you have heard from Mr. Chunninig and Dr. Davis of Bigelow, Mo., stating that if they were allowed a rebate of a year's interest and water assessment they may be willing to close up on their purchase and go ahead and improve the land, and that this matter has been submitted to the New York office. I should be very glad indeed if there was any possible way to get these gentlemen to close up on their purchase not so much on account of losing these sales, but in as much as they are men of considerable influence in their vicinity. In case they should throw up their purchase it would pretty nearly do us up in the way of getting any more landseekers from that locality, and as it is our prospects are good for considerable business from there as that country has been well advertised and we have now a good many prospective purchasers on the string. No one would buy land in Prowors County on its merit at the present time, but with the belief that everything will be alright in the future. Mr. Chunninig and Dr. Davis are bright intelligent men and can appreciate a good thing when they see it. I hope that the New York office will consent to the rebate asked for, for as stated I should like very much to see these parties hold onto their lands. I note what you say in regard to forcing collection on their notes and I agree with you that it is a poor policy to resort to, and that we would be the loser in the long run in case it should have to be taken into Court.
A. W. Kreh, Esq.,

The Mercantile Trust Co., New York City.

Dear Sir:--

In connection with our letter of yesterday we enclose you a tissue copy of letter received this morning from Mr. Mohl.

Yours truly,

[Signature]

(Enc.)
July 14th, 1899.

Close Bros. & Co.
Chicago, Ill.

Gentlemen,—

Yours of the 12th inst. enclosing copy of letter from C.W. McHenry of Albany, Mo., together with copy of your reply, also copy of letter received from J.S. Chenoweth of Granada, Colo., duly received. The letter from Mr. McHenry is about the same as the one he wrote me which I forwarded to you, with the exception that he did not say anything in regard to the Twin Lake Land & Irrigation Company, which point I note you have answered. I am in receipt of a number of similar letters from different parties and agents and it is a task to know how to answer them all. I am of the opinion that there will never be a change for the better until we get the farmers who are now out there satisfied. I wrote you on the 11th giving an account of my last trip out. I would much prefer not to take anyone out at the present and I am writing all those who anticipate going out on the 16th to defer the trip until later, in hopes that there may be a change for the better.

It is true as Mr. Chenoweth states in his letter that they have not all been able to get water even during the past four weeks when there has been a good run of water and a good portion of it gone by in the river. In his letter he states there are some "narrow places in the canal west"; these are the over-flow places which I mentioned in my letter to you of the 11th inst., which I understand are now being graded up.

On my last trip out I had several good men who went out with the idea of purchasing but owing to the rocky condition of things, they preferred to wait and stated that they would go out again. Several of the best men that we have taken out have gone further west and I learn from
Mr. Duncan on my last trip that some of them have bought land at Las Animas. Up to the present time the farmers have done better there than they have under the Amity, and the lands can be bought considerably cheaper.

In my letter of the 11th inst. I covered the essential points to satisfy the farmers and until this is attended to there is really no use for us trying to buck up against impossibilities.

I am also in receipt of your other favor of the 12th inst. regarding sale of 8½ BR 6–23–42 to A. F. Sanger and note that papers have been returned by the Exchange Bank of Farmington, Minnesota, and that Sanger refuses to pay the note or sign the contract. Under the circumstances you may as well have the sale cancelled and restore the land to market, as I do not think we could persuade Sanger to close up on his purchase.

Yours truly,

Fred Moleil.
Mr. A. W. Kreek
Mercantile Trust Co.
New York.

Dear Sir,

We enclose statements of our accounts to June 30, which we trust you will find in order.

Yours truly,

Close Bros. & Co.

[Signature]
Chicago, July 13, 1899.

Fred Mohl, Esq.,
Adrian, Minn.

Dear Sir:

We have yours of 11th and carefully note contents. We are writing to-day to New York submitting Jas. Hagedorn's proposition to sell his farm at $35 per acre net, and will let you know as soon as we hear from New York on this subject.

We have heard from Mr. Gunning and Dr. Davis of Bigelow Missouri on their return from Prowers County. They state the facts about as you do in their letter as to their having lost their alfalfa seed etc. and they appear to be considerably discouraged by the conditions in Prowers County. For these reasons they state that they have decided to not close up their purchases as they prefer to lose the money that they have already invested. They state, however, that if they were allowed a rebate of a year's interest and water assessments they might be willing to close up and go ahead improving the land. This matter we have submitted to New York with a request for instructions, as we do not feel authorized to offer these parties rebates of this nature without the approval of New York. We note that in case they refuse to close up their purchases you would feel inclined to try and force collection of their notes, but this is a matter which we have always considered very doubtful policy and in this particular case it appears to us that these gentlemen would have considerable moral if not legal grounds of defense. The sympathy in their community would certainly be with them and it would be a very poor advertisement of the Company if we forced them to tell their stories in court.

We note what you say about Mr. Howell's threats and think that you treated him just right.

We note that you do not propose going out on the 18th and will not try to push sales in Prowers County while the present conditions prevail as you do not consider that the feeling amongst the farmers will warrant taking land seekers out at present. This agrees with our own judgment as it appears to us that it would do more harm than good to take strangers out into that country so long as the settlers out there maintain their present attitude towards the Company. We have represented to the gentlemen in New York the necessity in our opinion of taking some active steps to bring about an improved state of affairs in Prowers County, as we do not believe that things out there will right themselves but rather will go from bad to worse unless something is done to put things right. You understand of course that this is a matter which rests entirely with the gentlemen in New York and if they think it to their interest that the present state of affairs should be continued it is entirely their own affair and they are entitled to please themselves.

Yours truly,

[Signature]
Adrian, Minn., July 11, 1899.

Close pros. & Co.,
Chicago, Ill.

Gentlemen:

The following parties were out with me on my last trip, viz.:
Matt Wing of Elkader Iowa. He brought with him O. L. Briggs of
Cottage Iowa;
Jos. Hebert, agent at Newton Kansas - brought with him J. W.
Guthrie of Walton Kansas, S. A. Hunter of Newton and R. W. Crandall of
Newton;
Wm. Bunce, agent at Calumet Iowa - brought with him E. J. Severance
of Larabee Iowa;
John Phalin, 97 W. Tenth St., St. Paul, Minn. I brought out myself.
A. W. Chunning and wife and Dr. T. C. Davis and wife from Bigelow
Mo. were also out.

J. H. Hopkins of Spencer Iowa also came out and brought with him
one grown daughter; the balance of his family is already out there.

John Phalin of St. Paul purchased E 1/2 S W 1/4 22-22-44.
E. J. Severance of Larabee Iowa purchased W 1/2 S W 1/4 22-22-44, and
presume you have received application by this time. The papers for
John Phalin should be sent forward to bank as stated in application at
once, as he will remain in St. Paul only about two weeks, after which he
will go to North Dakota to run a threshing machine. If you have not
time to send abstract it may be best to forward the contracts and let the
abstract follow, so that the papers can be signed by Mr. Phalin before he
leaves for North Dakota. The above is all the sales that were made.
The parties from Newton were very good men and appreciated our system
of irrigation and will perhaps become purchasers later on. They stated
that they wanted to buy some land for their sons and that they would
come out again. The crop conditions in Prowers County of course does
not show up anywhere near as good as it ought to be. There is scarcely
a field to be found out there to-day that will equal any of our
Minnesota crops where farming can be carried on without irrigation, and
some of the fields are of course a failure. Under these conditions it
is not to be wondered at that so many people are taken out that do not buy.
No one would purchase unless they were fully posted and made to believe
that everything will come out all right once we get the reservoirs filled.
There is scarcely a farmer out there at the present time but what is
dissatisfied and would be glad to sell out. A good many of them are
afraid that we will have a repetition of hail storms pretty much every
year. The grass hoppers and the bugs of course are always there.

The hail storm destroyed all of my cantaloupes, onions and root
grafs. The trees were pelted by hail and bruised the bark so badly
that I am afraid that at least all of the apple trees will die, and what
the hail did not kill the grass hoppers at the present time will no
doubt finish the job, for they are eating the leaves that the hail left
which of course will kill the trees. Spraying the trees with insecticide
does not seem to do any good or to keep the hoppers off. The cherries
and plum trees they do not seem to bother as yet and there is a show
of them coming through.

I had a talk with J. N. Leslie and Jas. Hagedorn, also Mr. Howell and
Mr. Buck as well as several others. They are all dissatisfied, mainly
for the reason that they are getting as they state no satisfaction from
the Company as to assurance of getting water in the future. The committee which met at my house when Mr. Graves and Mr. Krech were there were satisfied with the statement made by these gentlemen when they stated that they would hold in reserve in the reservoirs water to supplement the Amity Canal as same may be needed. If this had been in the written statement given to the committee who presented it to the farmers at the following meeting everything would have been all right and it would have settled the matter there, providing that the water deed had read the same as the verbal agreement made at my house. Mr. Leslie informed me that the attorney which they had hired stated to them that if the Company would make the same statement in writing and have the same embodied in the water deed for reservoir water as they made to the committee he advised them not to start any law suit. As the matter stands, none of them will be satisfied unless they know they will get water from the reservoirs when it is to be had and to have the first right for a supplementary supply.

From past experience they say they know the Amity Canal cannot supply all the land under it. During the past four weeks there has been a good run of water in the Canal as you are aware. Still, the farmers have not had what water they wanted as it appears that the Amity Canal is too small to carry it. When we were at the headgate on July 6 the gates were wide open and eight inches of water going over the Amity dam. There was not over 400 cu. ft. of water going into the Canal which I understand should have a carrying capacity of 850 cu. ft.; thus it will be seen that even if the water is in the river the canal will only take less than one-half of its supposed capacity. Therefore, it does not require a skilled engineer to see that the dam is too low and that it should be raised at least one foot higher so as to be able to take the water when it is in the river. I was informed that there are four or five over-flow places made in the bank of the Amity and that until these places were properly graded on the bank they could not carry any more water. This, I understand is now being done and in all probability the dam will also be made higher. As a number of farmers during the past four weeks have not been able to get what water they wanted, it has led them to believe that the Amity Canal was too small. By grading up these over-flow places and raising the dam it would perhaps about double the capacity of the ditch instead of allowing it to go over the dam and let the farmers suffer for water when it is in the river. As it is, when they are trying to turn some of the water east of Wild Horse Creek the farmers in Amityville have to suffer by a shortage.

I asked Mr. Leslie and others if they expected the Company to furnish them reservoir water without paying a maintenance charge for same and if they expected to maintain the laterals, stating that I had been informed that their attorney had advised them to that effect. Mr. Leslie stated that it was only some worthless howlers that would want it that way, but that the majority of the best farmers expected to pay a maintenance charge as fixed, as well as to take care of their laterals and he stated further that if their demand for first right to reservoir water was granted all of them would be satisfied.

I asked them about taking down their signs and list their lands for sale with us in case they wanted to sell and that we would when an opportunity presented itself take the right kind of purchaser and show them the farm and I thought that sales could be effected in that way by their present method of trying to sell. They stated that they would not take down their signs until they had some satisfaction from the Company as to reservoir water.
Jas. Hagedorn offers his farm at $35.00 per acre net to him if sold within thirty days from and after July 7. This proposition he made to me when I called on him, in the presence of witnesses, and I noted it down on my memorandum book. This looks to be a bargain and I believe it would be well for the Company to take this land. I do not anticipate any trouble after, the Company gets it; in finding a purchaser so they will not lose any money on the purchase. I believe Mr. Hagedorn stated that there was about $15.00 per acre coming to him and he would make an assignment of the contract. Please let me know what you think about buying this place back from Hagedorn. I did not have a chance to talk to Mr. Wiley as he was at Colorado Springs or Denver.

On July 7 we drove up to the reservoirs. There was some water going into the Queen and about the same amount through the new canal built around Nee Gronda into the Nee No Shee. The amount of water going into both of these reservoirs could have readily been taken through the Satanta canal into the Queen. Instead of trying to fill up the unavailable capacity in the two, it looks to me that it would be better to take all that the Satanta canal can carry and if there is any more let it go into the others so as to be able to get one reservoir filled at the earliest possible opportunity.

I am not going to try to push the sales of these lands until after harvest or towards fall, as the present crop conditions and the feeling among the farmers will hardly warrant taking landseekers out. There may be some few that will go out that have already been worked up by agents and of course they will have to be taken care of and shown over the country the best way we can but I am today sending notices to the agents stating that I shall not make the trip July 18 but that if they have some parties who are ready to go and who will not wait they could take them out and Mr. Duncan will show them over the country. Future developments will determine what we can do through the months of August and September. The present wheat crop will of course be out of the way by that time. The crops have in many instances revived considerably since the farmers got water and there are some fairly good crops where they were able to get water in the spring.

Mr. Howell, who is under the Holly lateral, came to me and wanted me to go and look over his crop. I told him that it would really do no good as I knew about what it is. He stated that if I did not go and a settlement was not made with him before I came out with landseekers again, I would be met, not with a red book nor a blue book, but a green one, and that the fun would commence in earnest. I stated to him that if he were disposed to talk business with me I would listen to him; otherwise I did not care to hear anything further. I told him that he would come in on the same basis as all the rest of the settlers with reference to damage of crops caused by reason of failing to get water when the proper time came for such an adjustment and with that I left him.

Mr. Chunning and Dr. Davis of Bigelow Mo. brought their wives out with them to determine whether or not they should close up on their purchases. They have about 100 acres of land broken by a party who has put it into broom corn. They bought alfalfa seed for him to sow for the use of the land this season. The alfalfa seed came up but was dried out on account of not getting water on it. They have also fenced about 160 acres of the land. When they left Holly for home they were still undetermined as to whether they would close up on their purchase. I had a long talk with them, trying to persuade them to close up and that they were all right so far as their investment was concerned, and got
them to feel better and they stated that on their arrival home they would look over the papers at the bank with the reservoir water contract, and would then decide what they could do. They are both amply well able to swing the deal and of course they have given their note for the balance of the down payment but they thought that the conditions of the contract etc. Warranted them in believing that it would modify the condition of the note. It is possible, however, that they may decide to close up after their arrival home. If not, I believe we should try and force collection of their notes.

Yours truly,
(Signed) Fred Mohl.

P. S.- I [REDACTED] learned that the water stopped running in to the reservoirs on July 7 so we were in luck to show it on the 6th. I am afraid the snow water will soon pay out.

F. M.
Fred Mohl, Esq.,
Adrian, Minn.

Dear Sir:

We enclose herewith copies of letters received this morning from J. S. Chenoweth and from C. W. McHenry. We have been expecting to hear from you on your return from your last trip to Prowers County as to how things were out there and whether or not the settlers were feeling any better and whether or not it would be advisable to continue to send land seekers out there. We would be obliged if you would write to us fully upon these points so that we may know how matters stand and what policy to pursue. We postpone replying to Mr. Chenoweth until we hear from you.

Yours faithfully,

P. S. - We enclose herewith copy of our reply to Mr. Chenoweth.
COPY.

Albany, Mo., July 11, 1899.

Messrs. Close Bros. & Co.,
Chicago, Ill.

My Dear Sirs:

I was out to the irrigated lands in Colorado last week. It is rumoured through our locality here that our people in Colorado are suffering for water. A party was to meet me in St. Joseph Mo. on the fourth but they did not show up. I learn that some one told them that everything in the way of crops were gone so I thought as the, so I thought as the Bowlin boys whom I sold land to in May got wind of such rumours I saw them yesterday and they don't want to close up on their deal until they see their lands again. These parties had worked up several parties for me since they bought and these parties got to hear of the drought and down hill fell of the Amity system and they are howling and making all sorts of fun of the boys, so they are getting very sore and down hearted, so they came over to Albany yesterday to see me walking on their lower lips. One of their main men whom they thought would go made them believe that he went out last week to Colorado and saw their lands and told them that he would not give them a dollar for their whole 200 acres. Of course this man being their old neighbor they could hardly believe anything else, as the man was considered truthful. Everybody believed him. I happened to be out there the same week but did not see him, but that cuts no figure; they will have to see the lands now again. Now what you want to do, gentlemen, is this: I want you to send Edgar Bowlin a trip pass. Now I will tell you why. These are poor hard-working boys, honest, and are not really able to pay out the money to go out to look and pay their own way. They are not willing to pay out any more money till they can see for themselves again. They have had it thrown up to them so many times in the last week that they are really sick. And another thing is the ones they brought papers on lands for are kicking for they won't believe anything till they go again, and these men, 13 in all, who were going on the 18th of this month will not go till these boys one of them goes out to see. The Bowlin boys and their brothers-in-law are waiting till all papers are in for balance of first payment and were getting ready as fast as they could to move out the last of this month. But this scare will throw them back and no doubt knock me out of some sales. I will have a couple of men however to go out with me on the 18th and if Mr. Bowlin gets a pass there will be another go, as you see there is some money hanging on the Bowlin pass. Mr. I. N. Carson, a real estate agent and agent for a Company who claim a prior right to the Amity; they are cutting some figure with my business here since people hear these stories. It is the Twin Lake Land & Irrigation Co. Now I would like to know if that is the case. They pay $2.50 per acre com. Hoping to hear from you soon I am yours truly,

(Signed) C. W. McHenry.
Granada Colorado, July 10, 1899.

Messrs. Close Bros. & Co.;
Chicago, Ill.

Gentlemen:—

Yours of 3rd and 5th received; also the booklets. I saw Mr. Mohl and he seemed to be bothered as to whether it will pay to try to sell land under the circumstances.

The farmers are not satisfied yet. It is not a fact that we have sold more land now than can be irrigated with the Amity Canal as it is with the Canal full of water we have to be shut down part of the time. That is as full as can get it here. There are some narrow places in the Canal west and you cannot get all the water through those places the Canal will carry this side of them. The farmers say with the Canal as it now is it will not pay to try to raise grain as it will be rusty unless the Canal is widened in places and we get first right to reservoir water. I think if those two points were settled satisfactory to the farmer we could sell land without any trouble.

In the first place one half foot of water to 80 acres of land is not sufficient for a sure crop of grain and then to be cut out of that half the time or over makes it very risky raising grain. We ought to have had one foot of water for each 80 acres of land. I would like to sell land but unless there is something done to satisfy the farmers don't think much can be done in that line. I have a letter from Geo. B. Barnes of Rushville Illinois asking for more advertising matter. He thinks in a month, say in August, he can have quite a party out. Send him what you think best. I will go back in time to come out with the party if possible and think best. You will hear from Mr. Mohl.

Yours truly,

(Signed) J. S. Chenoweth.

P.S.— Since writing the within I have received 25 copies more of the supplement. This gives me plenty.
July 12, 1899.

C. W. McHenry, Esq.,

Albany, Mo.

Dear Sir:

We have yours of 11th and will see whether we can get a pass for Edgar Bowlin as requested. If so we will forward it at once so as to enable him to go out on the 18th.

As you say you were out last week you will know for yourself without our telling you that there is no truth whatever in the stories about there being any want of water. There was some trouble this spring in consequence of the enormous amount of snow in the amounts making it so cold mak up there that it did not begin to melt as soon as usual and consequently the river did not rise until nearly a month later than usual. This would have cut no figure if we had had water in the reservoirs but unfortunately there was none in consequence of the unusually severe weather last winter having interfered with our getting them filled for the first time. They are now being filled and once filled will be available always in the future in case of shortage of water in the river.

It is absolutely false that the Twin Lakes Co. have any prior right to their reservoir or river water. The exact contrary is the fact. The Amity Co. has absolutely the first right to reservoir water and is the only company that so far has got any reservoir. Your people should not allow themselves to be misled by the statements of the agent of the Twin Lakes Co. but should investigate these matters for themselves. If they do so they will not allow themselves to be deceived by reckless and incorrect statements made by irresponsible agents.

Yours faithfully,
A. W. Krech, Esq.,
The Mercantile Trust Co.,
New York City.

Dear Sir:—

We have your favor of the 11th and note that while you agree with us in thinking the present is not an opportune moment for making changes in terms of sale as regards laterals, reservoir water supply, etc., you would be glad to receive from us suggestions as to the best manner and most favorable time for making these and other changes that may be considered advisable.

In making changes of this nature, the first thing to agree upon is what if any changes are advisable, and secondly when and how such changes can best be made. In our opinion no changes from the existing terms are advisable unless and until there are sure indications of such a demand for our lands as would warrant either raising the prices or making the terms more onerous in other ways on the purchaser.

We do not agree with you that there are any indications at present of such a demand in the near future as would warrant making any changes in our terms. The strenuous efforts of ourselves and our agents which you refer to are necessary in order to make any sales at all and do not represent surplus energy directed against a closed door which will result in a sudden opening, as you suppose. It is rather a question of whether or not we can prevent the door already nearly closed from being closed entirely.

It is not a mere question of water supply. There has been abundant water in the river for the past 30 days or upwards and yet the settlers claim that they don't get enough and that the canal can't carry enough to supply the existing demands without our increasing them by selling more land. They are dissatisfied about their reservoir rights and have employed a lawyer to make trouble and this alone would be enough to prevent further sales once it became generally known. Our agents who have fought so long against such odds are becoming discouraged and it is scarcely in reason to hope that they will go on much longer spending their time and money in a losing fight.

We do not try to paint things blacker than we see them in order to scare you gentlemen in New York into leaving the price and terms unduly easy for making sales, as was suggested when our Mr. Graves was last in New York. We are not in such urgent need as to be willing to sacrifice the future for the present and even if we were we hope we would still continue to advise you honestly. And in any case the prospect of being able in the future to relieve our necessities out of commissions on sales of Amity lands does not appear so brilliant as to put much strain on our honesty.

We thoroughly agree with you that when the time comes when the settlers in Prowers Co. are satisfied and friendly and when our agents find that the lands are beginning to be in demand, it will be advisable to take full advantage of such a fortunate state of affairs by raising prices or making other changes in the selling terms. But even then we
think it will be found that the simple expedient of raising prices will be the best way to take advantage of the situation instead of by insisting on terms that would necessarily scare away purchasers. However, it will be time enough to discuss such matters when the conditions exist. At present it is quite certain that no such conditions exist and that we shall be extremely fortunate if we can prevent colonization being brought absolutely to a standstill.

Yours faithfully,

[Signature]
A. W. Krech, Esq.,
The Mercantile Trust Co., New York City.

Dear Sir:-

We enclose herewith copies of letters recently received from J. S. Chenoweth and C. W. McHenry who are colonization agents of ours; also copy of our reply to McHenry and copy of letter, dated July 11, from Mr. Mohl, together with a duplicate copy of our reply to same. From this correspondence you will see that conditions in Prowers County show no improvement so far as colonization is concerned. The crops are not good and considerable damage has been done by hail, grass hoppers and other insects. The settlers continue to be dissatisfied and threaten to prevent more land being sold until some satisfactory settlement is made with them as to their reservoir rights. Meanwhile they refuse to take down the notices that their farms are for sale and they propose if necessary to inaugurate an active campaign of interference with our land seekers. They are now claiming that even if the Amity Canal were running as full as it will hold it is not able to supply water for all the land that has already been sold. They are claiming that it can only carry about 400 feet of water and that even with a full supply of water being taken in at the head gate the people at Amityville have to be shut down in order to get the water east of Horse Creek. You will notice that the real question at issue is the question of reservoir rights and that the better class of settlers do not seriously contend that they are entitled to reservoir water without paying any maintenance charge whatever nor that the Company is bound to maintain their laterals.

You will notice from what Mr. Mohl says that our people in Prowers County are apparently attempting to get a little water into two or three of the reservoirs instead of focusing themselves on getting a good supply of water in the Queen and it further appears that they are not being very successful. I presume they have some reasons that seem good to themselves but it would seem from this distance that it was obviously essential to get every drop of water possible into the Queen and leave the other reservoirs to be filled up later. Mr. Wiley appears to have been away at Colorado Springs or Denver.

You will notice that Hagedorn offers to sell his farm at $35 net to him if sold within thirty days from July 7. Hagedorn's is one of the best improved places at Amityville and as Mohl says it certainly would be a great bargain at the price at which he offers it. Would you kindly advise at your earliest convenience whether you would be in favor of buying it on the terms mentioned; that is to say, paying about $15 per acre in cash to Hagedorn, which would reimburse him for the money which he has already paid to the Company and also in part for his improvements, and taking an assignment of his contract. This man, as you are aware, is now one of the most troublesome of the settlers. We hesitate to advise the policy of buying out settlers who may become troublesome because in our opinion the proper way is to deal with the settlers as reasonable men and prevent them in the first place from becoming troublesome. But there is no question that if our wild land in Prowers County is worth anything like $30 per acre at present Hagedorn's farm would be a great bargain at the price he asks. We have heard from Mr. Chuning and Dr. Davis, referred to in Mr. Mohl's letter. These gentlemen you may remember had been out previously and selected land but refused to close up their contracts until they received supplementary reservoir contracts. Meantime they appear to have gone out the second
Indian Claim #26.

Holly, Bowers County, Colo. July 14, 1899.

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

Dear Sir:—

The negotiations in regard to the Indian Claims you will remember, were as follows:—

We purchased the N.1/2 27-22-47, Indian Claim #26 and #27 at the price of $10 per acre with $500 allowance for taxes, which made the price a shade over $10 per acre. Payment to be made as title was cleared to the satisfaction of Close Bros & Co. N.1/2 27-22-47 was approved as was Indian Claim #27.

The title to Indian Claim #26 is now in process of adjustment as indicated in a letter addressed to me by Judge Rogers under date of July 6th, which letter is enclosed herewith. I wrote the Judge asking him to state the facts in regard to this claim, in such a way that a concise statement of them might be submitted to you.

Close Bros & Co., say that they see no objection to the purchase of this land, but they do not think that for the present the title will be in such shape as to permit us to sell it. As this land will be sold to people who drift into Lamar, in 5 and 10 acre tracts at a very good price, I disagree with them as to the title being merchantable under these conditions, and I think there will be no trouble in the purchasers accepting a warranty deed from us.
DENVER, July 6th, 1899.

Mr. W. W. M. Wiley,

Holly, Colorado.

My dear Mr. Wiley:

For the purpose of advising New York as to the situation of the title of Indian Claim No. 26, I beg to report as follows:

On May 26th, 1870, the Government of the United States, in pursuance of the provisions of the treaty entered into with the Arapahoe and Cheyenne Indians on Oct. 14th, 1865, conveyed the promises to one Julia Guerrier, a half breed. Julia Guerrier seems to have been born about 1840. The last heard of her was in the Spring of 1863, when she left Missouri to live in France; since then nothing definite has been heard concerning her. On February 16th, 1882, Ed G. Guerrier, who was her brother, and who in his deed described himself as the sole surviving heir of Julia Guerrier, made the conveyance of the claim to John W. Prowers, who recorded the deed March 23rd, 1882. Now, there is no evidence that at the time the said deed was made, Julia Guerrier was dead, nor are we satisfactorily advised as to who were her heirs, if she were then dead. It has since been discovered that she left a sister, but the title of said sister, if any she had, has been properly acquired.

The difficulty is that there is a possibility that Julia Guerrier is living, or if dead, that she left other heirs or descendants entitled to her interest, other than those from whom deeds have been obtained. Amy Keese, who was the widow of John W. Prowers, has acquired such title as said John W. Prowers possessed, and it is claimed that under the terms of certain statutes of Colorado, whatever title Julia Guerrier or her heirs or descendants might have had, has been lost. At the time that Ed G. Guerrier conveyed to Prowers, and until the year 1893, we had a statute in Colorado (Mills' Annotated Statutes, Secs. 2923, 2924, 2925 and 2926) which provided that if one having claim and color of title to lands made in good faith, should for 5 consecutive years, pay all taxes legally assessed on such lands, he should be adjudged to be the legal owner thereof, according to the purport of said color of title. This was amended in 1893, by requiring 7 years payment of taxes.
It is asserted that Prowers and his heirs, he having died on February 14th, 1884, were in possession and paid taxes for at least 7 consecutive years. If this be true, his title, as under our decisions, would be perfect, except as against those under 21, insane or imprisoned, provided, however, that such persons must commence an action to recover the same within one year after the disability shall have ceased. I presume it is true that Prowers and his heirs were in possession of the premises at all times subsequent to the deed from Guerrier, but as to whether they paid taxes as claimed, I have never been sufficiently advised. Therefore, to establish this fact and to foreclose all rights which might be asserted by Julia Guerrier or her heirs, I have advised the bringing of an action to quiet the title of Amy Keesee. Notwithstanding that those who might claim through Julia Guerrier are unknown, it is possible to foreclose their interests by proceedings under the Code of Colorado permitting actions against unknown claimants of lands.

When a judgment shall have been obtained upon the strength of the deed of Guerrier as color of title, and the possession and payment of taxes, the only contingency which can affect the title is the possibility of there being claimants under 21 years of age, insane or imprisoned. Considering that Julia Guerrier has not been heard of since 1863, and that she has relatives living who have received no communication from her, the probabilities are that she has been dead for many years, and it seems further probable that if children were born to her, they have been for more than a year past, of full age. If she left a husband, his interest of course would have been lost, unless it might possibly have descended to his own children, who are still under age.

In brief the chances of any claim of title ever being asserted seem to me very remote. The action to quiet title, which I have recommended, will do as much to satisfy purchasers as anything that can be done. When judgment has been obtained in that proceeding, I would be willing to recommend the purchase of the property, believing that its value is sufficient to justify the risk.

Mr. Hess has prepared the necessary papers for proceedings in court and I understand will be able to obtain judgment at the fall term of the District Court of Prowers County.

Very sincerely yours,

[Signature]
time and have come back discouraged. They write on their return that the crops and conditions in Prowers County are very discouraging and that they propose to drop their purchases and abandon the money which they have already spent. They, however, state that the supplementary reservoir contracts are satisfactory and that if this year's interest and water assessments could be rebated they might feel like going ahead with further improvements on their land and closing up their purchases. Please advise us whether you would approve of granting these men rebates of this year's interest and this year's water assessments in view of the fact that they have lost this year's crops by reason of there being no water.

As regards further efforts towards colonization you will see from Mr. Mohl's letter that he is feeling considerably discouraged and is disposed to let matters drift for awhile and see whether the conditions will be more favorable later on. We do not believe that matters which are and have been causing trouble in Prowers County are of a nature to settle themselves. They could undoubtedly have been settled by judicious handling when they first cropped up but now that confidence has been lost and angry feelings worked up we believe that matters will go steadily from bad to worse unless some strong and active policy is adopted for setting them right. The two points that the Company have got to deal with are, first, the universal demand by the Prowers County settlers for a satisfactory settlement of their rights as regards reservoir water. They accept the supplementary contract as satisfactory provided they receive some satisfactory assurance that the reservoir water cannot be sold twice over and it is upon this latter point that the trouble now arises. In the second place it is necessary to recognize that there is such a wide spread distrust and dissatisfaction with the existing management in Prowers County as to be almost universal amongst the settlers. These are conditions which unless they can be remedied will, in our judgment, make further attempts at colonization almost hopeless.

Yours faithfully,

[Signature]

Enclosures
34 Nassau Street,

George V. Turner, Esq.
New York City.

Dear Sir:

Enclosed herewith please find salary and expense account
of Mr. Williams Ayres, in connection with the Kentucky Mineral & Timber
Co., amounting to $342.60, covering the month of June 1899. Kindly
remit as usual.

Yours truly,

Enc.
NEW YORK, July 8th, 1899.

A. W. Krech, Esq.

New York City.

Dear Mr. Krech:-

I enclose you herewith letter from Mr. William Ayres, which may be of interest to you. I have replied stating that I thought it was very important to wind up the old contracts on the basis of getting out as much as possible and as soon as possible.

Yours truly,

[Signature]
Mr. W. N. Coler Jr.,

34 Nassau St.,

New York City—

Dear Sir:

I enclose two clippings from the Louisville "Courier-Journal" of today— which indicate what is hoped for in the way of oil development and railroad building in this region soon. The work near this place will begin shortly, and it is the general belief that oil will be found on Straight Creek—which is in line with the Clay and Leslie land.

Bird and I are still trying to close up old contracts and get land or money in settlement; but we have had many interruptions on account of work connected with pending suits, and have been much hampered by the shape in which titles have been found through deaths and transfers of one kind and other since the contracts were taken early in 1890.

But we hope to get some of these negotiations to a successful end.

Yesterday I received from Brown & Brown, N.Y. City (Real Estate) a letter stating that you had authorized them to write to me for a description of the property in Ky.; that they are interested in timber lands, but that you do not know just the extent of them; and asking me to give them the area of the timber lands, location, railroad & water facilities, kinds of timber and cut per acre. Not having heard from you to above effect, I shall be glad to know if I shall write as asked. On Bird's return from Leslie Co., I shall, on reply from you, get the information in shape and write Brown & Brown.

Very truly yours,
RAILROAD

Line Being Surveyed To Manchester.

A BRANCH OF THE L. AND N.

DECREASE IN THE TURPENTINE CROP IN THE SOUTH.

TALLADEGA FURNACE SOLD.

London, Ky., June 29.—It is now assured that the L. and N. will build a branch line from some point on its road in Laurel county to Manchester, Clay county, and that this will be done in the immediate future.

The L. and N. undertook this project some three years ago, starting at Altamont, this county, but after six miles of the “Altamont and Manchester” line had been completed it became involved in litigation over the right of way, and nothing has been done since. A settlement of these matters was recently effected, and the railroad people have decided to put the road through.

To this end they have a corps of engineers now surveying a route from East Bernstadt to Manchester.
BITS FROM THE NEWS.

Dewey Kicked By a Pony.

This story about Admiral Dewey comes from Manila: Admiral Dewey and Gen. Otis, accompanied by a party of women, steamed up the Pasig river to pay an official visit to Gen. King. Landing, the party sauntered toward Gen. King's headquarters. Tied to a hitching post was a Filipino pony. As the party passed to the rear the pony launched out both his hind feet at one of the women of the party.

Quick as was the pony, Admiral Dewey was quicker, for like a flash he sprang with his back to the horse between the hoofs and the threatened woman. The Admiral received the full force of the flying hoofs and he carries their marks.

As the party disappeared from view in the building a rush was made for the pony by the soldiers, and the offending shoes were wrenched off and carried away proudly by their possessors, who believed they had souvenirs worth boasting of. —[San Francisco telegram to the New York Times.

***

Mrs. Southworth Very Ill.

Mrs. Emma D. E. N. Southworth, well known as a writer of fiction, is critically ill in her cottage, on Georgetown Heights, and her son, Dr. Richmond J. Southworth, has little hope of her recovery.

Mrs. Southworth's present illness dates from the first hot spell of this summer, when she was stricken with heat prostration. She is seventy-nine years old, and has lived an active life. Mrs. Southworth finished her last novel six years ago and retired from active literary pursuits. Since then she has lived in retirement in her home on Georgetown Heights, overlooking the Potomac.
Pineville thousand feet I kept. Murray's location a well was drilled for salt water about fifty years ago, and, according to "ye old settler," it flowed oil until the creek and river were covered with it for miles, and the people for over ten years used the oil for every known ill of man or beast.

In the afternoon with Messrs. Courtney and Murray we were driven down Cumberland valley, seven miles to Flat Lick, so we could get an early start for the oil fields of Knox county. The little village of Flat Lick is located in a narrow valley, one mile from the railroad, but its surroundings are very attractive. The little hotel is a model of neatness, up-to-date in service, and is kept by Mr. and Mrs. Archer who are never weary in well doing for their guests, and their table is always supplied with an abundance. On the lawn of the hotel in a well fifty feet deep they have as fine chalybeate water as can be found in our State, and that is saying a good deal. Judge Tintsman, of Barbourville, also joined our party here and early next morning we were on the road to the properties of the Richland Oil Company. At the end of a six-mile ride through picturesque valleys, good farms being the rule and not the exception, we arrived at the company's No. 1 well on the Williamson farm. This well is only 620 feet deep, was drilled and tubed two years ago, has never had the sucker-rods or tubing out of the well since, and it has never been torpedoed, which always more than doubles the production. On an average five-days test, completed three hours after our arrival, the well has proved to be a steady forty-barrel producer. Two thousand feet northeast from the No. 1 well they have located their No. 2 and a week hence will be drilling. They have 12,500 acres of land, every acre of which was
Mme. Sarah Bernhardt's new negligee as worn by her in "Camille." White crepe de chine, with sleeves, collar and incrustations of white Irish guipure over mauve mousseline de soie. Mode by Doucet.

---

**Hotel Proprietor Missing.**
Lafayette, Ind., June 29.—John Adam Lahr, one of the proprietors of the Lahr House and well known to the traveling public, is missing under mysterious circumstances. For a week there has been speculation as to his whereabouts, each day increasing the wonder over his disappearance.

---

**Edwards Family Reunion.**
Elkton, Ky., June 29.—[Special.]—A reunion of the Edwards family of Kentucky took place at Herman, five miles from this city, to-day. There were 175 descendants present, the oldest being seventy-three years and the youngest seventeen months.

---

**Died At Danville.**
Danville, Ky., June 29.—George B. Fleece, formerly of Memphis, died in Danville this morning of paralysis at the home of his mother-in-law, Mrs. M. P. Tunis. He leaves a widow, but no children.
THE OIL FIELDS.

SOME REMARKABLE KENTUCKY WELLS RECENTLY VISITED.

THE OUTLOOK IS PROMISING.

A Correspondent Details What He Saw At Several Thriving Points.

The frontiers of the oil country are fast being extended, and the petroleum regions of the state are beginning to exhibit the same characteristics as those of Pennsylvania. The oil wells are becoming more numerous, and the output is increasing daily. The outlook for the future is promising, and the future prospects are bright. The correspondent visited several points in the oil country and describes the conditions as follows:

The fields are worked by small operators, who own a few wells and have a few employees. The wells are drilled shallow, and the production is purely domestic. The oil is of high quality and is marketed locally. The fields are well developed, and the production is steady.

The oil is transported by pipelines to the nearby towns, and the oil is refined and marketed locally. The area is well suited for oil production, as the rocks are permeable and contain a large amount of oil. The fields are well supplied with water, and the climate is favorable for oil production.

The correspondent recommends that further exploration be carried out to determine the extent of the oil reserves in the region. The fields are still in their infancy, and there is great potential for future discoveries. The area is well suited for oil production, and the oil is of high quality. The fields are well developed, and the production is steady. The oil is marketed locally, and the area is well suited for oil production.
WILLIAM GOEBEL.

A Wunderkind! [Part I.]

This man Goebel is a very remarkable character. He is an educated man, of no account whatever, and of course the people have no idea what he signifies. But because he has a pretty, quaint little manner, and makes all the proper speeches about something or other in the convention—CONVENTION ECHOES.

The Dole Arrived At Last. [CINCINNATI TIMES.]

The Democratic convention at Louisville could not be properly called a peace congress.

In Line of Battle Now. [CINCINNATI TRIBUNE.]

The Kentucky Democrats fought each other in a duel in their convention, but they all came together in the end, which should have pleased themselves more than their fall length for the rottenists. They will now make the Republican real twin brothers, and the faction of this State never again have a

A Master Spirit With a Great Future. [CINCINNATI TRIBUNE.]

The name and idea of great victories have disappeared in manipulating the convention, and now there is only mischief on the horizon. He is a master spirit and it is desirable to become one of the greatest leaders in the public affairs of the nation.

A Cool-Headed Leader. [KANSAS CITY STAR.]

Goebel's great point seems to have been lost view. He was a man in the convention, but he did not know what the issues were. He brought order out of chaos and turned it to his own advantage.

Something In The Name. [CINCINNATI TRIBUNE.]

It is not surprising to hear that Goebel got the nomination for Governor Kentucky. What the use of having such a man if his suggestions are not carried out?

The Abbot Men Nominated. [ALABAMA JOURNAL.]

The Kentucky Democrats, after a week of wrangling and quarreling, have nominated the abbot of the three candidates for Governor who have been favored.

A Gallant Leader. [TENNESSEAN EXPRESS.]

The young man about Pennsylvania who might have a political leader in Mr. Goebel of Pennsylvania, the candidate for Governor.

A Republican Reason. [DALLAS PRESS.]

Goebel ought to be deposed on national principles.

A Troublesome Customer For Republican Senators. [S. LANE GLASS-Democrat, St.]

Goebel will prove a troublesome customer.

Both Lives In Covers. [Baltimore Observer.]

Kentucky now has the spectacles of the Congress of the place consisting of an act of iniquity, and the nomination of a few well-placed friends. The people have always made only true talents one of another. This is Kentucky's first time with a Republican Governor, and will deceive safety for a little while in that character. They are trying to find a new Grover and Goebel, and the next leader of the North Central States to come out. This is the moment when the true spirit of the party may be employed.

Married 117 Times. [The Washington Post.]

Several months since, a man of some note in this country, and a person of some weight and influence, married a young woman. She was his fourth wife, and this one white, and the name of the bride was given as the first step of the figure given above, and the name of the bride was given as the first step of the figure given above. The marriage was contracted by the late Mr. Goebel, and the bride was the youngest daughter of the late Mr. Goebel.

Made Value Fights. [Newark American.]

Capt. W. J. Stone and Col. F. W. Paul were made value fights for the nomination in Kentucky, but they failed to reach them. They should not, however, seek in their trains.

If Not, Why Not? [Young Statesman.

The name isn't a cake knife, Jane. New Saratoga, June 10th, 1855. An answer to the name of the first man who might be the first man to be...}

DAILY EUROPEAN HINTS.
A. W. Krech, Esq.,
The Mercantile Trust Company, New York City.

Dear Sir:—

We enclose herewith copy of letter received this morning from Mr. Wiley, and duplicate copy of our reply to same, for your information. You will note from this correspondence that Mr. Wiley, notwithstanding all our past and present troubles in Prowers County, seriously proposes that the Company should cancel the terms as to laterals upon which land has already been sold and substitute at its own pleasure other terms. This is the sort of thing which has produced the present crisis in Prowers County. We have been waiting to hear from Mr. Mohl who is making a trip out there this week before we can decide whether or not it will be possible to make more sales or send more land seekers out there until after the existing settlers' grievances have been adjusted. Meanwhile if Mr. Wiley lets the impression get out in Holly and Prowers County that the Company is going to play fast and loose with its obligations as regards laterals in the same way as he gave it to be understood was intended as regards reservoir water we shall have a fresh crop of troubles on our hands and more lawyers hired by the settlers and more law suits. We do not know whether anything can be done to make Mr. Wiley more circumspect in such matters as he does not seem to learn by experience, but in our opinion it might perhaps be well for you gentlemen in New York to given him a hint that it would be better to wait until we have extinguished the present conflagration before starting a new one.

Yours faithfully,

(Enc.)
W. M. Wiley, Esq.,
Holly, Colorado.

Dear Sir:—

Replying to yours of 5th suggesting that we change our terms of sale for the future by making purchasers build their own laterals other than main laterals, this matter was very carefully considered when the terms of sale were originally fixed. The advantages of making purchasers build their own laterals are sufficiently obvious not to have been overlooked at that time, but it was felt that the disadvantages were greater. The colonists come from rain belt countries and know nothing of laterals and if we insisted on their building them for themselves they would simply refuse to buy. It was felt in those days that the whole enterprise depended on successful colonization and that nothing should be allowed to unnecessarily hamper or restrict the work of colonization. Hence it was settled that we should build the laterals and make a charge for doing so estimated by the engineers as sufficient to cover the cost.

Of late it is apparent that less importance is attached to colonization and increasing importance to establishing ideals in the administration and distribution of the water supply. As things look now the owners, except in so far as they may be restrained by law suits brought by existing settlers, will soon have a free hand to establish any ideals they may see fit as it will be impossible if things go on as at present to do much in the way of further colonization.

Even if things were in a much healthier condition, nothing retards and hinders colonization more than perpetual meddling with and changing the terms of sale. The owners this spring in New York decided to make very radical changes in the terms as to reservoir water which have since been suspended temporarily, but which we presume will sooner or later be put in force. If they see fit at the same time to change the terms as to laterals we shall of course do our utmost to carry out their wishes, irrespective of our own opinion that doing so would be only another nail in the coffin of the entire enterprise.

As regards purchasers who have bought on the existing terms as to laterals, you are mistaken in supposing that we can at our pleasure cancel these terms and substitute others. Any attempt to do so would of course not only be unsuccessful but would confirm the impression that unfortunately prevails too widely already, amongst the settlers, that the Company regards its solemn obligations but lightly.

Yours faithfully,

(Signed) Close Bros. & Co.
COPY.

Holly, Prowers Co., Colo., July 5, 1899.

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

Gentlemen:

It seems quite important to me that we should make a ruling that we will build no laterals in future except the main laterals and that all purchasers of land will build their own sub-laterals and will pay for their headgate in the main laterals. I think this ought to be put in force at once, and we should communicate with all purchasers who have not improved their places and notify them that unless their places are put into cultivation at once, our agreement to build laterals for them will be withdrawn. "At once" might be stretched to mean next spring.

This lateral work is extremely expensive to us and we receive for it practically no return.

Yours very truly,

(Signed) W.M. Wiley.
A. W. Krech, Esq.,
The Mercantile Trust Company, New York City.

Dear Sir:-

We have yours of 6th and note that Mr. Wiley has suggested that Judge Rogers prepare a further statement as to reservoir water and that you are disposed to think that we should make no further statements on this subject. We prefer to postpone an opinion on this subject until we have heard from Mr. Mohl who is now out in Colorado for the first time since he was out there with yourself and our Mr. Graves. We are inclined to think that the matter could have been satisfactorily settled with the settlers at that time had a statement been given them in writing which went as far as the verbal statements which we had made to the Committee, to the effect that under the supplementary water contracts we could be compelled by law to keep a sufficient supply of water in the reservoirs to enable us to take care of those contracts. As you will remember, when our Mr. Graves started to draw a statement to this effect Judge Rogers seemed to think that it would be better to put the matter in another form and the statement which he drew did not purport to construe or explain the supplementary contract but merely gave a short history of the facts in the case (which were already perfectly familiar to the settlers) and concluded with a short statement that it was not the "intention" of the Company to defraud the settlers by selling the reservoir water twice over. It did not appear to us that such a statement would be likely to reassure the settlers and it turns out that it has quite failed in doing so. The only way in which the situation is any better than it was when you and Mr. Graves went out is that the fact of that trip having been made and especially the fact that Mr. Mohl was invited to join in the trip has shown to the more moderate of the settlers that whatever the intentions and statement of the local management may be the Company itself has a bona fide intention to treat its settlers fairly according to its lights, but the trouble is that most of the settlers assume that the facts upon which action is taken in New York and in Chicago are so filtered and reflected by the local management that it is difficult for New York and Chicago to get a correct understanding of affairs in Prowers County. We wrote you yesterday a letter which you will undoubtedly receive at the same time as you receive this one, on the subject of Mr. Wiley's proposal that for the future settlers should construct their own laterals. All these matters depend upon whether or not you gentlemen in New York want to sell your lands in Prowers County. If you prefer to keep them there is no reason on earth why you should not make such experiments as the local management may see fit to suggest from time to time in the way of introducing an ideal system of irrigation. The only trouble will be the lack of people to put the system in practice. On the other hand if you want to sell the land you must recognize by this time that it is impossible to sell them if there are to be constant changes in the terms of sale and constant interference in the work of colonization, and also that it is impossible to sell them unless we can first secure and afterwards preserve the goodwill of our existing settlers. There does not seem to be the slightest chance of our being able to do the latter under existing conditions in Prowers County.

Yours faithfully,

[Signature]
Breckenridge, Mo., June the 27th, '99

Mr. Fred Mohl,
Adrian, Min.

Dear Sir:

I received your letter of June the 20th yesterday and in answer I will say I am considerably mixed up in regard to our land contract. When I received the contract and abstract and saw in the abstractor's certificate that the taxes for '98 were not paid what else was I to believe, if I couldn't believe that, why believe the balance of it but if they are paid all right. As to the bringing the water to the land, the contract says very plainly in clause 5 of Schedule A that all headgates, flumes, weirs and other arrangements for bringing the water to the land shall be made and placed in position by the Co., but at the cost of said purchaser, who shall also be liable for the expense of keeping the same in good repair and condition. Now isn't that plain enough? What difference does it make what you or the company agree to do if the contract says something else. I know this much, the contract is what will settle all disputes in the future, and it is the contract that I am looking after, and if I sign it with that clause in it I will expect to abide by it just the same as the balance.

Now the contract does not mention the Great Plains Water Storage reservoirs or say anything whatever about the charge of $6.25 for maintenance of the reservoirs system. As to the signing the contract by the president of the company and attorney is just the same when granted with the power to do so, and that part is all right. As to the information, the persons gave me about the company being a swindle, no one said that, but from what information I got it left me to draw my own conclusions. I have a letter written by the company stating that the reservoirs were completed and one partly filled. I think you made the same statement to me when in Colorado. I have a letter from J.N. Chipley, register of lands, dated June the 9th. He says he visited that section of the country six weeks previous and at that time there was no water in the reservoirs, also said as he understands the company had in contemplation the expenditure of three quarters of a million dollars before the reservoirs would be completed. You say I should pay no attention to such trash. Perhaps not, but it does seem to me a man in N.J. Chipley's position should know what he is talking about. But that isn't all. I have a cousin that is stenographer in the office of Elmer F. Beckwith, Secretary of State. She writes me under date of June the 5th that Mr. Beckwith visited that section some time ago and he makes practically the same statement Mr. Chipley does, only he goes farther and says he doubts very much if you ever have any water in them. Now Mr. Mohl what would you believe if placed in my position?

This isn't all yet. I see by the Denver News of Sunday June the 11th that the farmers under the Amity canal held a meeting at the Myers school house and denounced the management of the canal and that you were present and agreed to go to Chicago and lay the matter before the company. It also said the crops were nearly ruined by lack of water. Now then I said the contract was one
sided, I still say so. If as you say 600 cubic feet of water was going over the dam when you were there, why isn't the company liable to those farmers for the injury to their crops. Now in the 9th clause of Schedule A they protect themselves but make no provision whatever for the farmers. He must pay his interest, taxes, assessments and live, water or no water, crops or no crops. Now isn't that a fact. Would it not be fair and just in a case of this kind for the company not to collect and interest or assessments according to the loss or damage to the crops. You say the reservoir system is an insurance policy on the water question; if so why not give the purchaser the benefit of the insurance policy.

Now Mr. Mohl, the more I study the contract the more one sided it seems to me. I am not going to question the statements made by the parties that wrote me from Denver or am I of you or the company, but somebody is wrong, and I have written to other parties concerning the matter. There is this much sure, I will not sign the contract as it now stands. I am expecting a supplementary contract from the company, then I will know more about the matter and will write to them in regard to it. I wouldn't care for paying the taxes or any other little expense if the contract wasn't so extremely binding on the purchaser, but I propose to have a little say about the matter. I am already deprived of having any plowing done in May or June. I was to have the contract in 30 days when I made the application, that would have been May the 21st. I never got it until June the 2nd, but I see that the company dated it April the 21st, making it draw interest from that date. That part they will have to change, as it will now make me pay over $200.00 interest and not have any contract for the land.

I have written quite a lengthy letter; but you may know I have some grounds for doubt about the way things stand. I hope to see things arranged satisfactory to all concerned. I may be too exacting, but I think not. I am putting all I have in this, and besides it will be several years before we can make a pleasant home out there. There are two parties that have promised to go out and see the country. I don't know what they will do; nothing more until I get this straightened up so I can recommend the country with a clear conscience.

Yours truly,

(Signed) Thos. L. Blackwell.
A. W. Krech, Esq.,
Mercantile Trust Co.,
New York City.

Dear Sir:

Enclosed we beg to hand you land contracts representing sales closed during the month of June, as follows:

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>3512</td>
<td>Stephen N. Casfield</td>
<td>May 1, 1899</td>
<td>$160.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3528</td>
<td>John H. McKinn</td>
<td>May 12, 1899</td>
<td>250.75</td>
<td>$13.62</td>
<td></td>
</tr>
<tr>
<td>3531</td>
<td>Chas. A. Fowler</td>
<td>May 1, 1899</td>
<td>270.00</td>
<td>15.00</td>
<td></td>
</tr>
<tr>
<td>3532</td>
<td>Frank Taylor</td>
<td>May 3, 1899</td>
<td>295.00</td>
<td>16.25</td>
<td></td>
</tr>
<tr>
<td>3535</td>
<td>Wm. McGlashen</td>
<td>May 19, 1899</td>
<td>250.00</td>
<td>14.62</td>
<td></td>
</tr>
<tr>
<td>3534</td>
<td>Wm. S. McGlashen</td>
<td>May 20, 1899</td>
<td>272.00</td>
<td>15.25</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Less Com. due Agts.</td>
<td></td>
<td>1497.75</td>
<td>74.94</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>1422.81</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

We also send you statement of collections on outstanding contracts during the month of June together with check payable to the order of the Mercantile Trust Co. for $89.37.

Yours truly,

Encel.
A. W. Krech, Esq.,

The Mercantile Trust Co., New York City.

Dear Sir:—

We enclose herewith, for your information, copy of letter from Mr. Thos. L. Blackwell to Mr. Fred Mohl. You may remember that Mr. Blackwell is one of our recent purchasers who has refused to close up until the question about reservoir water was settled. His supplemental reservoir contract is going out to-day, having been received this morning from Judge Rogers at Denver, but it appears that he has been receiving a number of false statements as to the reservoirs and Company from sundry parties with whom he has been in correspondence. Mr. Mohl replied to Mr. Blackwell explaining the various matters as best he could.

Yours faithfully,

(Enc.)
Chicago, Illinois, June 20, 1897

The Amity Land Co

In Account with CLOSE BROTHERS & CO.

June 13

3322 By C. Mansfield bal Int due May 1, 97 22, 12 167 x

3349 O. W. Daily bal Int due May 16, 97 22, 25 1970

3366 E. W. Tuttle of Pen L 18 Bl Holley 5 x

3487 Ethel G Hoffman bal due May 1, 97 19 Bl Holley 10

3346 E. W. Tuttle of Pen L 18 Bl 10

3287 J. B. Christopher bal due May 12, 97 25, 22, 13 28 x 8937

M. T. O
A. W. Krech, Esq.,

The Mercantile Trust Co., New York.

Dear Sir:—

Enclosed herewith, we beg to hand you statement of sales effected since our report of the 2nd, inst.

Yours truly,

Enclosures.
A. W. Krech, Esq.,
The Mercantile Trust Co., New York.

Dear Sir:

Enclosed herewith, we beg to hand you stock certificates No 736 and No 737 for 288 shares in The Fort Lyon Canal Co. for assignment in blank by The Amity Land Co. The water rights represented by these certificates are being used in proving up desert claims and it appears necessary that the entryman holds this stock at the time of making proof. Kindly have these certificates signed by the President and the corporate seal affixed and return the same to us at the earliest possible date as they are required in Holly by July 1st.

Yours truly,

Enclosures.
Chicago, June 26, 1899.

Fred Mohl, Esq.,
Adrian, Minn.

Dear Sir:-

We have this morning yours of 23rd as to the condition of affairs in Prowers County and have also this morning got a letter from Mr. Wiley giving substantially the same similar account. Mr. Wiley in his letter says, "I do not think the atmosphere here is any better to bring land seekers to than it was some time ago and I do not think anything in the world can be done to change it." Hence it would appear that we are in for a long fight and that until matters are settled one way or the other it will be extremely difficult to make sales to new settlers and that our only chance of doing so would be to post them thoroughly before hand and to make them understand:

Mr. Wiley also advises that there was a bad hail storm on Thursday night which did considerable damage. Altogether the accounts are very discouraging and we would like to know what you think had best be done as regards taking out more land seekers at the present time.

Yours truly,

(Signed)
A. W. Krech, Esq.,
The Mercantile Trust Company, New York City.

Dear Sir:—

We had been expecting to hear from Holly as to the result of
the settlers' meeting on 17th inst. Not hearing by the middle of last
week we wrote Mr. Wiley for information and have this morning letter
from him dated June 24, exactly one week after the settlers held their
meeting, in which he states that it was only on the preceding afternoon
that he got an account of what had happened at the meeting on the
previous Saturday. It appears that the farmers had a lawyer present to
advise them that they had a right to reservoir water without paying any
maintenance charge whatever and that they need not accept their laterals
and could force the Company to maintain them for them and all sorts of
other nonsense, the result being that the settlers have refused to
accept the statement we prepared for them as satisfactory and propose to
fight for what they consider their rights. Mr. Wiley says, "I do not
think the atmosphere here is any better to bring land seekers to than
it was some time ago."

We have also received this morning from Mr. Mohl a letter giving
a similar account which he had just received from his man in Colorado.
We have received telegraphic advice that a party of five land seekers
started to-day on their own account without waiting for their agent,
and, as you are aware, Tuesday, July 4, is the day for the next
regular fortnightly excursion. It appears to us that it will be
difficult if not impossible to continue the colonization of these lands
while matters remain in their present condition in Prowers County. We
are writing to-day to Mr. Mohl upon this subject and asking for his
opinion and advice. We enclose copy of our letter to him for your
information.

Yours faithfully,

Close Brothers & Co.

(Enc.)
W. M. Wiley, Esq.
Molly, Colorado.

Dear Sir:-

We have been anxiously waiting to hear from you the result of the settler's meeting at Amityville of Saturday evening last, at which meeting the Committee has to report and to submit the written statement prepared by the Company. We have a number of parties who are waiting to go out this week but we dare not let them go until we know how the settlers are feeling. We would be obliged if you would advise by return mail exactly how matters stand.

Yours truly,

Close Bros & Co.
A. W. Krech, Esq.,

Mercantile Trust Co.,

New York City.

Dear Sir:

Herewith we beg to hand you statement of Amity accounts for month ending May 31st, 1899.

Yours truly,

Encl.
A. W. Krech, Esq.,

The Mercantile Trust Co., New York.

Dear Sir:—

We have your favor of the 13th, inst. enclosing confirmation deed,


Yours truly,

Close Brothers & Co.
A. W. Krech, Esq.,
The Mercantile Trust Co.,
New York City.

Dear Sir:

Enclosed we beg to hand you land contracts representing Amity sales closed during the month of May as follows:

<table>
<thead>
<tr>
<th>Sale No.</th>
<th>Purchaser</th>
<th>Date Int. begins</th>
<th>Bal. prin. due</th>
<th>Bal. com due agt</th>
</tr>
</thead>
<tbody>
<tr>
<td>3377</td>
<td>W. H. Dennis</td>
<td>Sept. 9, 1898</td>
<td>$2185.00</td>
<td>$40.00</td>
</tr>
<tr>
<td>3466</td>
<td>Simpson, Simpson &amp; Wilson</td>
<td>Feb. 21, 1899</td>
<td>74.00</td>
<td></td>
</tr>
<tr>
<td>3484</td>
<td>F. C. &amp; W. J. Wood</td>
<td>Mar. 4, 1899</td>
<td>2100.00</td>
<td>35.50</td>
</tr>
<tr>
<td>3495</td>
<td>C. R. Robinson</td>
<td>Mar. 25, 1899</td>
<td>1080.00</td>
<td>20.00</td>
</tr>
<tr>
<td>3509</td>
<td>Geo. J. Ikelman</td>
<td>Apr. 22, 1899</td>
<td>115.00</td>
<td></td>
</tr>
<tr>
<td>3510</td>
<td>J. W. Ikelman</td>
<td>Apr. 22, 1899</td>
<td>115.00</td>
<td></td>
</tr>
<tr>
<td>3516</td>
<td>Albert McCoy</td>
<td>Apr. 15, 1899</td>
<td>52.50</td>
<td></td>
</tr>
</tbody>
</table>

Less comm. due agents,

|               |                   |                  |                 |                  |
|---------------|------------------|------------------|-----------------|
|               | $5721.50         | $325.50          |                 |
|               |                  | $5623.00         |                 |

The following sales have been cancelled for non-payment of purchase money, viz:

No. 3060 E. A. Patterson, 5 acrs. in S E 10 - 23 - 42
3158 Jas. A. Millinger, 10 acrs. in S E 10 - 23 - 42.

Kindly take up and return the contracts to us.

We also send you statement of collections on outstanding contracts during month of May together with check payable to the order of The Mercantile Trust Co., for $912.48. Kindly acknowledge receipt.

Yours truly,

Encl.

Chk. for $912.48

June 17
A. W. Krech, Esq.,

The Mercantile Trust Co., New York.

Dear Sir:—

Having sold NW 1/4 26-21-48, Bent County, Colorado, we find in completing the abstract of title for the purchaser, that this property was bought in the name of W. M. Wiley and quit claimed by him to W. N. Coler, Jr. on behalf of the Company, and while we hold power of attorney from Mr. Coler, Jr. it is limited as to lands in Hamilton County, Kansas and Prowers County, Colorado, which is of no effect in the execution of a conveyance of this land to The Amity Land Co. the same being in Bent County. We, therefore, enclose confirmation deed for execution and acknowledgment by W. N. Coler, Jr.

Which please return to us as early as possible. Yours truly,

[Signature]
34 Nassau Street,
New York.

June 12th, 1899.

A. W. Krech, Esq.
120 Broadway, City.

Dear Mr. Krech:

I herewith return you letter of Messrs. Close Bros.
under date of June 8th, also deed therein enclosed, duly executed.

Also hand you Mr. William Ayres' vouchers covering the checks
sent by you for $369.60 for his way account, together with letter from
Mr. Ayres under date of June 9th, giving some information which I think
will be of interest to you and the other gentlemen interested.

Yours truly,

Enc.
A. W. Krech, Esq.,
The Mercantile Trust Co., New York City.

Dear Sir:—

We have yours of 8th commenting on ours of 6th, and note that you object to the general spirit of our letter as tending to add to your difficulties at a time when you feel that you have a right to depend upon our hearty and fullest co-operation. We should much regret if anything which we had written should tend to add to your difficulties which it is our sole purpose to endeavor to get removed by enabling you to understand the situation. You have not only the right to depend upon our fullest and heartiest co-operation in this and all other matters relating to the welfare of the enterprise, but we think that you have no reason to suggest that this has been lacking for one moment.

The trouble has not been chiefly on account of the shortage of water but, as we have already advised you, because the settlers in Prowers County have, rightly or wrongly, got it into their heads that there has been an intention on the part of the Company to trick them about reservoir water. This idea had been slowly gathering strength at the time when the notice in the office was torn down, and since then partly in consequence of this act and partly in consequence of ill considered and hasty talk on the part of the local management it has become a firmly rooted conviction in the settlers' minds that it was the intention of the Company to make them pay one dollar per acre for reservoir water. The unfortunate delay in drafting and issuing supplementary contracts to each settler defining his exact position and rights in connection with the reservoir water has simply added fuel to the fire. We are writing you a separate letter today on this subject from which you will see that it is through no fault of ours that this delay has occurred and that it has occurred in spite of everything which we could do to explain the urgency of this matter to Judge Rogers.

You say in your letter that in no case do we seem to have made any independent investigations to establish the justice of the complaints of the settlers, but in this you are mistaken. Our only source of information now and for a long time past as to what occurs in Prowers County is from our own agents and from the settlers direct, and we always check up the settlers' statements by having our traveling men report to us. We never get any reports or information from the Holly office except a few printed blanks which we had prepared for this and which date back to a time prior to the present management. These blanks give us the stage of the water in the river and the canal, the state of the weather, etc.

You are also mistaken in supposing that our Mr. Graves ever for a moment advocated paternal administration of the canal. He opposed it just as strenuously in New York as he does now. It is in our opinion impossible to run any paternal administration satisfactorily, but it is certainly impossible to do so without the "consent of the governed" and especially when the governed have learned to thoroughly mistrust the administration. You are scarcely correct in saying that we have never made any suggestions for removing the causes of trouble existing in Prowers County. To go no further back than this spring in reply to the question from you in New York as to what you would suggest our Mr.
Graves distinctly stated that in his opinion it was imperatively necessary to divorce all work connected with colonization in Prowers County from the local administration of the Company there. He further suggested that the head quarters of the colonization work in Prowers County should remain at Holly while the head quarters of the routine administration of the Canal might advantageously be removed to some other part, such as Lamar, which it would be more remote from our settlers and from our colonization. You are also aware that nearly every suggestion which we have made in the last two years in connection with handling of this enterprise has been overruled on the advice of the Colorado advisers of the Company. The whole scheme has been changed and as lately as this spring a radical change was decided upon after full consideration in New York which in our opinion must necessarily be attended with most disastrous consequences to the future of the enterprise. Considering all the circumstances of the case we certainly think that you have no grounds for suggesting that our firm have ever withheld their hearty co-operation or their advice, though the latter has seldom been taken and though our co-operation does not appear to be especially desired by the local management.

We note that you were prepared to go to Colorado with our Mr. Graves and make a thorough investigation. We do not see what possible good this can accomplish, as all the material facts are hardly in dispute and it is a question of policy that is involved rather than a question of fact, but as you invite our Mr. Graves to arrange for this trip at the earliest possible date and as he is anxious not to appear indifferent to any suggestion of yours we are wiring you to-day asking whether you can start on Monday so as to join our Mr. Graves on the Santa Fe train leaving here Tuesday evening.

Yours faithfully,

[Signature]
A. W. Kreck, Esq.,
The Mercantile Trust Company, New York City.

Dear Sir:

DEED FOR HANSEN.

We have received yours of 8th, quoting telegram received from Mr. Wiley. You will already have received our letter of the 7th in which we enclosed duplicate copies of letters written that day to Judge Rogers and to Mr. Wiley, upon this subject. Like yourself we have been urging Judge Rogers to prepare the necessary deed, which he promised we should have within 48 hours of his reaching Denver. We received it, after constant correspondence, May 22, more than a month later, but were disappointed at not receiving it at the same time the form of contract defining the rights to reservoir water of existing settlers who are not yet entitled to deeds by reason of not having made sufficient payments on their land. We had explained to Judge Rogers that only one or two of our settlers were entitled to deeds and as the entire body were dissatisfied it was just as necessary to issue to those settlers who were not entitled to deeds some form of supplementary water contract defining their rights as it was to issue deed to Hansen. The other man, Dean, who was applying for a deed has since, as you are aware, decided to abandon his land altogether unless he can speedily get some satisfaction in connection with his supplementary water contract. Thinking that possibly if we ourselves drafted the form of contract and submitted it to Judge Rogers for approval or amendment we might get some action in this matter we immediately drafted a form of contract for this purpose and sent it to Judge Rogers on May 23, and from that date to this we have been unable to get any action taken in the matter and it now appears from Mr. Wiley's telegram that Judge Rogers and Mr. Wiley supposed that the document which we drafted and forwarded as above was intended to be issued to future purchasers and not to existing settlers. We are at a loss to understand how any such misconception can have arisen, as our letter was as explicit as words could make it and the draft contract speaks for itself. Furthermore, both Mr. Wiley and Judge Rogers were perfectly aware that at the conference in New York it was resolved that future purchasers should be on an entirely different footing as regards reservoir water, and although this matter has since been held in abeyance they can hardly have supposed that we were trying to commit the Company as to future purchasers. We on our part, as we have already explained to you, to Judge Rogers and to Mr. Wiley, considered that it would do more harm than good to issue a deed to Hansen before we had got Judge Rogers' approval of the document which would put all our existing settlers on exactly the same footing as regards their reservoir rights. Until Judge Rogers advised us that he was willing to do this we felt that it was better to hold up the Hansen deed than to issue it and perhaps later on attempt to deal with other existing settlers on a different basis. We should hardly have supposed that Judge Rogers would have dreamed of doing anything of the sort had we not received his letters advising us that he could not approve of our draft form of supplementary contract without further consideration; and hence it appeared clear to us that he contemplated making some changes the effect of which would be to put Hansen on a different footing from the other settlers if we delivered Hansen's deed before Judge Rogers had approved of the form of contract to be issued to
other settlers. On the morning of June 7 we received a telegram from Judge Rogers stating that the form of Hansen deed was intended for all settlers entitled to reservoir water, and that same day we sent the deed out. There has never been any delay in this office in connection with this matter of more than one mail except on May 22 when having received Judge Rogers' letter and form of deed for Hansen it took us 24 hours to draft the form of supplementary contract which we mailed to him on May 23, and we do not think that 24 hours is an unreasonable time for the drafting of such an important document.

Yours faithfully,

[Signature]
COPY

Breckenridge, Mo.

June the 7th, 1899.

Close Bros. & Co.,

Chicago, Ill.

Gentlemen:

I am in receipt of your contract and
Abstract of Title to land I recently made application for in Prowers
Co., Colo., I am disappointed and the facts have been misrepresented
to me. In the first place I was to have a perfect title, while I
think the way the contract is drawn it is anything but a perfect title
to the water. Mr. Mohl told me that the taxes on the land was paid
up to March 1899; the abstractor's certificate says the taxes for
1898 are unpaid. Mr. Mohl also told me the company would bring the
water to the land and put in all wires and measuring boxes, while the
contract says the purchaser must pay for all this and keep it in
repair. Now there isn't one word in the contract that will show
that I have any right to the Great Plains Water Storage Co. reservoirs
which is absolutely necessary to make the Amity canal a success, for any
one who knows anything at all about the Arkansas River knows that
it don't furnish ½ the water that could be used in the valley. Mr.
Mohl told me that I would have a contract to the Great Plains Water Co.
Storage Co. reservoirs something like this,—All owners of land east
of Big sandy Creek after July 1895 should have in addition to the
supply of water entitled to them from the Amity canal contracts should
be given the benefit of the reservoir water supply without extra
payment except a charge for maintaining and repairing and superintend-
ing the reservoirs. Said charge should not exceed one half of the
sum payable for the support of the Amity Canal, which would be $6.25
on 80 acres. Mr. Mohl said this would be signed by the president of the Amity Land & Irrigation Co. and the Great Plains Water Storage Co. Now this is not the case; the contract is signed by somebody as an attorney, but I can't possibly make out the name. Now you may be making this contract with all purchasers, but I would like to have one that would bind you just as tight as it does me and no more. This contract binds the purchaser doubly sure, while the company only binds itself to strictly enforce the contract. Now I would like to know how much the taxes are for 1898 and what it will cost me to have the water brought on said land; also if I should move out there in September would I get any water and would I have to pay an assessment just the same as if I had lived there all the year. I hate to give up that piece of land; it is a fine location, but if I have to pay $50 or $100 more than I agreed to I guess I will let it go, and if I can't have just as binding a contract for reservoir water as any other part of the contract I will have to let it go. You must pay up all taxes and give me a clear title to the land up to April 21st, 1899. That is what the Farmers Story says, "a perfect title guaranteed," and taxes against the land is a flaw in the title. I have been told the reservoirs were a fake pure and simple and have written to a friend in Denver to know the facts in the case. If it is impossible for you to make a contract that will be fair for both parties I suppose all you can do will be to refund the $25 paid as a binding payment, for I cannot sign the present contract or put any more money in the deal as it stands at present. I have been waiting for some time to get this fixed up so I could have some plowing done on the land and it is throwing me back. I was to have the contract in 30 days from the date of application; I had to wait over 40.
Hoping this can be fixed satisfactorily,

I remain Yours truly,

(Signed) Thos. L. Blackwell

for Mary E. Blackwell.
Holly, Colo., June 7th, 1899.

Close Bros. & Co.,
Chicago, Ill.

Gentlemen:

I suppose you are informed in regard to the mutiny that exists here among some of the settlers. The continued shortage of water has created a dissatisfaction that it will take more than argument to overcome. The advance in price of land from $22.50 to $30.00 per acre gives them margin enough so that they are offering their lands with improvements at Company prices ($30 per acre). I can't see the end of this but it looks like it was going to do just what I predicted when the price of land was raised and that prospective land buyers would be confronted with notices all over the country (as they now are) "improved lands for sale at Amity prices." We hear but little growling under the Buffalo canal but they are not having all they water they want. I have sold nearly all the 5 acre tracts we have on the north side of town. I have some parties here who are camping and it looks like I would not be able to sell them.

My mileage is about gone and western Kansas is dried out and inquiries are coming in about our country. I am afraid to get anyone out the shape things are in. If you have someone who is onto the combination get them to pray for a week's rain. Send mileage.

Yours truly,

(Signed) J. S. McMurtry.
A. W. Krech, Esq.,

The Mercantile Trust Company, New York City.

Dear Sir:-

We enclose you copies of letters received to-day from Thos. L. Blackwell and J. S. McMurtry. The former, as appears from his letter, is a recent purchaser who refuses to close up unless he is given a supplementary water contract covering a supply from the reservoirs. The latter is our emigration agent for the State of Colorado and some portions of western Kansas. These letters explain themselves and require no comment on our part, but we forward them for your information.

Yours truly,

(Enc.)

Close Brothers
Close Bros & Co.

Chamber of Commerce,

Chicago, Ills.

Parmenter matter.

Gentlemen:

Regarding the M.D. Parmenter trade. The main reason why I approve of this Parmenter matter, is that considering the improvements and his long use of water a suit by him to force us to sell or rent him water would be a difficult thing to fight, and if we carry out the principle of having him sell us the land and then buy it back from us with water without selling him the water direct, it would establish a precedent, because we could point to him as a man who having all of the improvements and the orchard and a long use of water together with some claimed understanding with Koen, who had to sell the land to us and then buy it back.

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

The Mercantile Trust Co., New York,

Dear Sir:

We have your favor of the 27th, ult. enclosing the managing agreement in re the Kansas lands duly ratified by The Amity Land Company of Colo. and The Great Plains Water Company for which please accept our thanks.

Yours truly,

Close Brothers & Co.
L.M.G.

HOLLY, PROWSERS CO., COLO. 6/6/39

Close Bros & Co.

Chamber of Commerce,

Chicago, Ills. SE 23-22-44

Gentlemen:

Enclosed please find abstract and field note for SE 23-22-44, offered for $500. Kindly favor us with an early decision in this case.

Yours truly,
THE AMITY LAND COMPANY

L.M.G.

HOLLY, PROWERS CO., COLO. 6/6/99.

Close Bros & Co.

Chamber of Commerce,

Chicago, Ills.

3 1/2 NW, NW NW, W 1/2 NE NW 12-22-46

Gentlemen:-

We enclose herewith abstract of title and field note for 3 1/2 NW, NW NW, W 1/2 NE NW 12-22-46, offered for $428.

Yours truly,
HOLLY, PROWERS CO., COLO. 6/6/99

Close Bros & Co.

Chamber of Commerce,
Chicago, Ills.

Gentlemen:

We enclose abstract and field note for S.1/2 N.1/2 L-22-47, offered for $500.

Yours truly,
A. W. Krech, Esq.,
The Mercantile Trust Co., New York.

Dear Sir:—

Enclosed herewith, we beg to hand you statement of sales effected since our report of the 19th, ult.

Yours truly,

Enclosure.
A. W. Krech, Esq.,

Mercantile Trust Co., New York.

Dear Sir:

We shall have to delay for a few days sending statement of collections for last month owing to the illness of our cashier who has these matters in charge. They will be sent to you early next week.

Yours very truly,

Close Brothers & Co.
A. W. Krech, Esq.,

Mercantile Trust Company,

New York City.

Dear Sir:

For your information we enclose copy of letter written by Mr. Fred Mohl to John Duncan at Holly on May 30th, which will give you an idea as to how matters stood at that date so far as our Holly settlers are concerned. You are aware that Mr. Mohl is the head of our immigration bureau. From this letter it would appear that little or no progress has yet been made in getting our Prowers county settlers into a better frame of mind. It is now some months since we first called you attention to the necessity of prompt action in this matter, but so far as we can see things are gradually drifting from bad to worse.

Yours faithfully,

[Signature]
34 NASSAU STREET.

NEW YORK, June 2nd, 1899.

A.W. Krech, Esq.

New York City.

Dear Sir:-

I hand you herewith Mr. Ayres' salary and expense account for May 1899, amounting to $369.60, duly O.K. You will of course send him check in due course.

He advises me that he is going to Manchester and while there will make enquiry in regard to the oil situation, and states that he has learned that Mr. Murray has resumed work near his former locality, and that it would seem he has plenty of money to carry on his work for several wells. I think this is better for us than if the arrangement which we agreed upon with him had been carried out.

Yours truly,

[Signature]

Enc.
A. W. Krech, Esq.,

Mercantile Trust Co.,

New York City.

Dear Sir:

We acknowledge receipt of March vouchers as follows: For Amity Land Co. vouchers aggregating $13253.64 except vouchers No. 109, 129 and 143. Vouchers for The Great Plains Water Co. aggregating $5316.87 except voucher No. 75.

Yours truly,

[Signature]

Close Brothers & Co.
COPY.

Amityville, Colo., June 3, 1899.

Dear Mohl:—

Yours of May 30th received and noted. Some of the farmers had a meeting yesterday at Hagedorn's. I also went over there to find out what they were going to do. The meeting was in regard to doing all they could to stop the emigration into this country until they see that all have plenty of water, that is already here. Their argument was as I stated in my last letter that if they allow more people coming here, it will still be more scarcity of water as long as there is not enough for half of the settlers that is already here one third of the time. So they feel that they have got to do something to protect themselves. The day they get here they are to meet you with a lot of printed bills, but what is going to be on the bills was not stated at this meeting. They are going to have another meeting next Saturday night at Dunbar's school-house in regard to this matter. When I wrote you last I forgot to tell you about that little rain we had May 25th, which did not amount to much. I don't see how Duncan could say that the farmers all feel good. I don't know of a single one. Maybe there are some towards Holly as I think they have had the more water. The canal has been full day after day and we have been locked down. Mr. Duncan knows better now. He happened to come out here yesterday, just before the meeting commenced. Last night I telephoned him in regard to the meeting and told him to be sure and write you about the matter as I am a little afraid this letter will not get there before you start. Hagedorn, Hansen, Leslie, and I don't know how many now got signs up in front of their places, "This Farm for Sale Cheap."

Yours truly,

(Signed) Fred Wall.
Platt Rogers, Esq.,
McPhee Bldg., Denver, Colorado.

Dear Sir:

We have this morning received your telegram as follows:

"Form of Hansen deed intended for all settlers entitled to reservoir water by reason of posted notice; other deed waiting conference with Wiley; do not see why latter deed necessary now."

The other document which we sent you for your approval was not intended to be a deed but was intended to take the form of a supplementary contract which should define the settlers' rights to reservoir water until such time as he was entitled to receive his deed. As we wrote you on May 23, it would have done more harm than good to issue the Hansen supplementary water deed before we were in a position to assure all the other settlers that they would receive exactly similar terms. The proper way to do this is to issue to each settler a supplementary water contract, and the document which we drafted and sent to you for your approval some time since was intended to fill this purpose and to be issued immediately to each settler. The delay in doing this is making the settlers harder each day to handle and they have now organized, as you are probably aware, in self defense and propose to stop the Company selling any more land. On the strength of the assurance in your telegram quoted above, that all settlers who have purchased under the existing terms will receive a supplementary water deed in the same form as Hansen's, we are to-day sending out Hansen's deed to Kelly, but it is of even greater importance to issue immediately to each settler a supplementary contract defining his rights as to reservoir water and stating the terms of the supplementary deed which he will ultimately receive when he becomes entitled to a deed to his land. It appears from your telegram that you are waiting for a conference with Mr. Wiley before approving the form of supplementary contract and that you do not see why the latter is necessary now. It is necessary, in our opinion, because the settlers have become thoroughly alarmed and suspicious that some advantage is intended to be taken of them and because they are organizing in self defense, and it is important to re-assure them if possible. Of course each day's delay makes the matter worse.

Yours faithfully,

(Signed) Chase Bros. & Co.
Chicago, June 7, 1899

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

Dear Sir:-

We have this morning your telegram as follows:

"I understand from Rogers that you have Hansen deed approved by him; according to understanding in New York this deed must issue at once; we have no time for delay."

At the same time that we received your telegram we received one from Judge Rogers as per our letter to him of this date, copy enclosed for your information. This telegram from Judge Rogers was the first intimation or assurance that it was we had that it was intended that all our settlers who have bought under the existing terms should receive supplementary deeds similar to Hansen's, and on the strength of this assurance we wired you at once as follows:

"Hansen deed issued to-day with distinct understanding based on Rogers telegram just received that all purchasers under present terms receive similar deeds when they receive deed to their land."

You will see from our letter of this date to Judge Rogers why in our opinion more harm than good would have been done in issuing the Hansen deed until we were in a position to assure all our settlers that they would receive exactly the same treatment as Hansen. This is the reason why we were so anxious to be in a position to issue to every settler a supplementary contract in similar terms to the supplementary deed which is being issued to Hansen which would define to each settler exactly what his rights in connection with the reservoir water are. We drafted such a contract and sent it to Judge Rogers some time since with a full explanation as to its urgency, but we have so far been unable to secure action from him upon it, and you will see from his telegram received this morning that he is holding the matter waiting conference with yourself and does not see why it is needed at the present time. It appears to us to be a matter the importance of which and the urgency of which it is impossible to overestimate, and the unfortunate delay which has already occurred since you and Judge Rogers were here in connection with this matter has, we fear, been productive of very serious consequences. We trust, therefore, that you will co-operate with us in endeavoring to secure as prompt action as possible from Judge Rogers in this matter.

Yours faithfully,

(Signed) Close Bros & Co.
A. W. Krech, Esq.,
The Mercantile Trust Co., New York City.

Dear Sir:—

We enclose copy of letter received this morning from Mr. W. E. Fyler of Durand in this State, who was one of our earliest purchasers in Prowers County. From the start he has had a man named Vinton working his land for him instead of going out to work it himself. Both Fyler and Vinton have been two of the best men that we have had to do with. We wish to draw your attention to the statements made in Vinton's letter to Fyler which of course are in the nature more or less of a confidential report from an overseer or manager to his principal. The statements made by Mr. Vinton are by no means overdrawn or over colored. Months ago our Mr. Graves warned you gentlemen in New York of the storm which was then already brewing and forecasted the course which it was likely to take unless the dissatisfaction was speedily allayed. Since then things have been going steadily from bad to worse and, as you will see, the settlers have now employed a lawyer and we presume that before long there will be plenty of work for the legal advisers of the Company in Colorado, and also for the local management at Holly. Meanwhile it almost looks as if our efforts to colonize your land under existing conditions might as well cease, as it is worse than useless to try to persist in colonization work while the conditions remain as at present in Prowers County. You will note from what Mr. Vinton says in his letter to Mr. Fyler that on Mr. Mohl's last trip they had to take our land seekers so as to avoid meeting our own old settlers in Prowers County who, under a more healthy state of affairs ought to and would be of the greatest assistance to us in making new sales, but you will see that our old settlers in Prowers County are organizing in order to prevent us selling any more land.

We feel that it is needless for us to comment on such a state of affairs as things have now come to in Prowers County but we can at least call your attention to the fact that this state of affairs has not been reached without repeated and frequent warnings from us.

Yours faithfully,

CloseBrothers
Durand, Ill., June 1, 1899.

Close Bros. & Co.,

Gentlemen:

Enclosed find letter from my man on Colorado farm.

Can you give me any information about the prospects for our getting water? There seems to be plenty in the Canal but don't let us use it. Our water tax assessment was paid promptly. Can you help us any? Please return enclosed letter, and oblige.

(Signed) W. E. Fyler.

Granada, Colo., May 29, 1899.

W. E. Fyler,  
Durand, Ill.

Dear Sir:-

Things here are in such an uproar that I thought, owing to your interests here, that a little news on the subject would be of interest to you. I think perhaps I should have written before but had hoped that things would all come right in time so hated to say anything, but the Amity Co. are doing some very funny things and the farmers all with no exceptions are up in arms and have their war paint on to the highest pitch.

The Company have sold so much land under the ditch and have the men here on the places and can't supply water to one third of them and there are men who have not had even stock water from the Canal this year.

In March I had water 6 days and irrigated about 50 acres at that time but of course that 50 acres needs water right now, and since March I have had water two days a week apart that they gave me, and one day I pulled the lock off the box and took water.

They won't give any one who has been here a year or so water, but keep them locked down most of the time and give it to the new comers who have come in this year, and some of them have not had any yet, some have not even a head gate in the Canal or ditches to get it to their places.

A few of the farmers held a meeting and sent a man - a lawyer from Minnesota who owns land here - sent him to Denver to see what could be done and if they might not stop the Company from selling any more land and to look up the charter of the ditch and the water rights Act.

The Company have always claimed to have the first water right on the river but it has been proved this year that they have the last one. They have no right to any water at all until every ditch above them have their amount and then they can only draw 284 ft. until the ditches below the Amity head gates get their amount.

The ditch is almost full now and has been for some days but they won't let us draw any. I haven't got the wheat all irrigated yet this year and the alfalfa has not had any water at all. It is time to cut the first crop of hay now but there is little to cut. I will have to go over the whole field but won't get much hay. I think we will get a fair crop of wheat but its no thanks to the Amity Co. if we do, we have had three pretty good rains and if it had not been for those there wouldn't have been a live crop under the Amity ditch now.
There is lots of snow in the mountains they say, and the farmers think that the 284 ft. of water is all the Amity charter calls for and of course that won't supply one third of the farmers under the ditch.

This Minnesota lawyer says that the contracts are not drawn up according to the charter of the ditch and that they are not lawful.

You may think after reading this that I have the blues and that I am disgusted with the country but such is not the case. I am as well satisfied as any farmer under the Amity ditch and I don't know but more so, for I have not so much at stake. I like the country and so does most of them, but none of them like the way things are going and they think that the Amity Co. is a fake and the ditch a failure.

I have written this all to you because I thought you would be interested and would like to know it. Of course you would know and see a good deal more if you were here, for there is lots more crooked work going on than I can write about.

The last time Mohl was out they took the suckers as they call them on another route fearing that the farmers would intercept the party and tell the men what kind of a deal it was. And I don't doubt if things don't take a turn pretty soon that the thing will be pretty well advertised by the farmers.

I have written nothing of this to any one else thinking perhaps that it were not advisable.

I think this is all I best write for this time though I might continue.

I hope we will hear from you soon.

I am

Yours truly,
(Signed) H. Vinton.

P. S. I enclose a couple of clippings from a Denver paper.
Close Bros & Co.
Chamber of Commerce,
Chicago, Ills.

NW 26-31-48.

Dear Sirs:-

We herewith return contracts and abstract of title to
NW 26-31-48, Bent County, which was sold to David Klotz, as Mr.
Thoman who is employed by Klotz to look the abstract over will not
pass on same, owing to power of attorney which was granted from
Coler and his wife at slip No.15 of abstract. This power of attor-
ney does not give Graves and Elliott power to act as such in Bent
County, while at slip No.18, power of attorney is given Graves and
Elliott by The Amity Land Co., to act as such on any of their pro-
perty. At slip No.14 quit claim deed is given by Frank C.Elliott as
attorney in fact for Coler to The Amity Land Co., however, there is
nothing to show that Frank C.Elliott has the power from Coler to
act as such in Bent County. Kindly let us hear from you as soon as
possible as Klotz is anxious to have the matter straightened out.

Yours truly,
THE AMITY LAND COMPANY.

J.D.

HOLLY, PROWERS CO., COLO.  June 5, 1899.

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

3.1/2 NW, N.1/2 SW 21-22-46

Gentlemen:-

We enclose herewith abstract to 3.1/2 NW and N.1/2 SW 21-22-46, Merrill D. Parmenter on a Receiver's receipt. As you are aware Parmenter has no water right from the Amity for his farm, although he has been using water for years. Parmenter has a beautiful little farm and his orchard is perhaps the best in Prowers Co. We have tried to make a deal with him for some time, on the basis of $10 per acre for his land, and then to sell it back to him at the usual price with a quarter water right. However he would not go into debt, as he says he has had a hard struggle for years with old debts and trying to get his orchard in good order. He is now willing to sell us the N.1/2 SW and SE NW for $1200 and to buy back the NW SW with a quarter water right for $1200. Mr. Wiley has gone over this and thinks it is the best thing we can do with Parmenter.

If you accept same, kindly send us a deed for the NW SW with a quarter water right and we will take a deed from Parmenter for the 120 acres.

It is better to get this much from him and to get him to pay water assessments, than to allow him to run in the manner he is now doing. If we were to shut off water from him his orchard would die and his place would be an eye-sore to landseekers. He is also a very good man for our landseekers to meet, and he answers a great many letters which prospective land seekers send him.

We have not taken the usual special report in this case as there is no chance for any one to contest his farm with all his improvements and this has been his home for years, and only time he may have left his farm was perhaps for a day or two.

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

The Mercantile Trust Co., New York City.

Dear Sir:-

In connection with our letter of May 23 as to the urgency of immediate action in the matter of contracts for supplementary water supply from the reservoirs we enclose you herewith copy of letter received to-day from J. S. Chenoweth, one of our Prowers County settlers who is expecting to help us this season in the colonization business.

Yours faithfully,

[Signature]
Close Bros & Co.
Chamber of Commerce,
Chicago, Ills.

Gentlemen:—

Yours of the 29th ulto., enclosing applications of Silberberger and Yoos, received for which please accept thanks. They will be returned to you immediately on my having seen Christopher and these gentlemen. The reason that I needed these was that they claim something was put in them about their laterals and I wanted to fix that up.

Yours truly,
Close Bros & Co.

Chamber of Commerce,

Chicago, Ills.

Gentlemen:-

I enclose you herewith postal card from John Kelly, Jr., and have sent him some advertising matter.

Yours truly,
May 29, 1899.

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

Dean matter.

Gentlemen:

I have your favor of the 26th inst., quoting letter from Dean to his father. We have had now for the past week or more the full priority of the Amity, and I think Dean's troubles are about over. He seems to be feeling fairly well.

Yours truly,
THE AMITY LAND COMPANY

L.M.G.

HOLLY, PROWERS CO., COLO. 6/5/99

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

Applications to purchase.

Gentlemen:

We enclose herewith the following applications to purchase:

NW NW 16-22-43, by Milo Swick.
N.1/2 SW 15-22-42, by George C. Merritt.

Yours truly,
Close Bros & Co.

Chamber of Commerce,

Chicago, Ills.

Gentlemen:

We enclose herewith lease and two copies The Amity Land Co., to C.B. Billingslea, for NW 17-22-47.

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

Transferring water rights.

Gentlemen:-

Yours of May 19th., in re proposed trade of 1440 cubic feet of Ft. Lyon water transferred to J.H. Wright for 1.22 Amity, received. When the trade was made we were fully aware that the 1.22 cubic feet of Amity was between sunrise and sunset. A water right between sunrise and sunset is equally as valuable as one night and day. As a rule a farmer will take all the water he can get in the day time and when it comes to using it after sunset, it is generally run to waste. We will have Judge Doughty go over the Conwall title before turning over the Fort Lyon water. Conwall and Wright are very anxious to have this matter settled as soon as possible.

Yours truly,
Granada, Colo., May 25th, 1899.

Messrs. Close Bros. & Co.,

Chicago, Ill.

Gentlemen:

I am expecting to go to Ill. next week; that is if we are to have the clause put in the contracts back to a given date and all new contracts that we are to have a lack of water in the river supplied by the reservoirs, that is we have a guarantee of reservoir water if it is available. We all bought the land with the understanding that it should be in our contracts. With this assurance I can do some business. We have had a test this season and find the river alone is not sufficient. As soon as I get this assurance I am ready to work.

Yours truly,

(Signed) J. S. Chenoweth.

P. S.

It is raining now and has been for some time, so farmers will be easier. There will be no more trouble about water I hope for this crop. The good Lord is helping us out.

Yours,

(Signed) J. S. C.
This Agreement, Made this Day of ____________, 189 _____________.

of the first part, and _____________.

of the County of _____________.

and State of _____________.

of the second part, _____________.

Witnesseth, That in consideration of the stipulations herein contained and the payments to be made as hereinafter specified, the first party hereby agrees to sell unto the second party, the following described lands, situate in County of _____________.

State of _____________.

to wit:

of Section _____________.

Township _____________.

South of Range _____________.

West of the Sixth Principal Meridian, containing, according to the United States survey, _____________. acres, be the same more or less, together with _____________. water right _____________. under the Amity Canal, according to the terms and conditions of water deeds used by the proprietors of said Canal, for the sum of _____________. DOLLARS, with interest annually on deferred payments at the rate of six per cent. Payment has been made and received of _____________. DOLLARS, on the due and punctual payment of the principal, with the annually accruing interest, shall be paid at the office of CLOSE BROTHERS & CO., in Chicago, Illinois, in _____________. annual payments, at the time and in the manner following, that is to say:

<table>
<thead>
<tr>
<th>DAY</th>
<th>MONTH</th>
<th>YEAR</th>
<th>PRINCIPAL</th>
<th>INTEREST</th>
<th>AMOUNT</th>
<th>REMARKS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st</td>
<td>Deferred Paym't</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2d</td>
<td>&quot;</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3d</td>
<td>&quot;</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4th</td>
<td>&quot;</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5th</td>
<td>&quot;</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6th</td>
<td>&quot;</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7th</td>
<td>&quot;</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8th</td>
<td>&quot;</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9th</td>
<td>&quot;</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10th</td>
<td>&quot;</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

And said second party, in consideration of the premises, hereby agrees that _____________. will make punctual payment of the above sum or such of the same respectively becomes due, and that he will regularly and seasonably pay all such taxes and assessments as are lawfully imposed on said lands and water rights from time to time, and shall abide by and in all things conform to the terms, conditions and regulations governing water rights under said Amity Canal as provided in the form of said water deeds used by the proprietors of said Amity Canal, a substantial copy of the terms of said deeds being hereeto attached, marked schedule "A" and made a part hereof.

In case said second party, _____________. legal representatives or assigns, shall pay the several sums of money aforesaid punctually, and at the time above limited, and shall strictly and literally perform all and singular the agreements and stipulations aforesaid, after their true, utter and intent, then the first party will cause to be made and executed to the second party _____________. hereinafter assigns (upon request, at the office of CLOSE BROTHERS & CO., Chicago, Illinois, and the surrender of this contract), a deed conveying said lands in fee simple, with the ordinary covenants of warranty and convey to said second party said water right _____________. above mentioned.

But in case the second party shall fail to make the payments aforesaid, or any of them, punctually and upon the strict terms and times above limited, and likewise to perform and complete all and each of the agreements and stipulations aforesaid, strictly and literally, without any failure or default, the time of payment being of the essence of this contract, then the party of the first part shall have the right to declare this contract null and void, and all right and interest hereby created, or then existing in favor of the second party, or derived under this contract, shall utterly cease and determine, and the lands and water rights hereby contracted shall revert to and vest in said first party, _____________. without any declaration of forfeiture, or act of re-entry, or without any other act by said first party to be performed, and without any right of said second party of reclamation or compensation for monies paid and improvements made, as absolutely, fully, and perfectly as if this contract had never been made.

And said first party shall have the right immediately, upon the failure of the party of the second part, to comply with each and all the stipulations of this contract to enter upon the land aforesaid, and take immediate possession thereof, together with the improvements and appurtenances and water rights thereto belonging. And the said party of the second part covenants and agree that _____________. will surrender unto the said party of the first part, the said land and appurtenances without delay or hindrance, and no court shall relieve the party of the second part from a failure to comply strictly and literally with this contract.

And it is further stipulated that no assignment of this contract shall be valid unless the same shall be endorsed hereon, or permanently attached hereto, and approved by said first party (for which purpose this contract must be sent to CLOSE BROS. & CO., Agents, by mail or otherwise, and their approval endorsed thereon in writing), and that no agreements or conditions, or relations between the second party and _____________. assigns, or any other person acquiring title or interest from or through _____________. shall preclude the first party from the right to convey the premises to the second party or _____________. assigns, on the surrender of this agreement and the payment of the unpaid portion of the purchase money now due to the first party.

In Witness Whereof, the said parties have hereunto set their hands the day and year first above written.

Executed in Duplicate.

[Signature]

49th Purchaser will be entitled to a deed when _____________. of purchase money is paid, and notes secured by mortgage bears interest at _____________. per cent. per annum, payable semi-annually, are given for the balance, said mortgage to be a first lien on the premises.
SCHEDULE "A."

The said Company hereby grants, bargains, sells and conveys to the said Purchaser, his heirs and assigns, water right being numbered ______ that is to say, the right to the use of water flowing through the canal of said said Company, lying and being on the said land in a cabestro consisting of two or more acres of land, said land lying and being on land, for the purpose of using the same in the manner hereinbefore specified, in as much land as may be deep, and that is to say, the right to the use of water flowing over a weir per second between sunsets and sunris.

The said Purchaser hereby covenants to use the water hereby conveyed to the same extent and manner as at present, during the irrigating season, the days and nights, or between sunsets and sunris, the manner hereinbefore specified, in as much land as may be deep, and that is to say, the right to the use of water flowing over a weir per second between sunsets and sunris.

The said Purchaser hereby covenants to use the water hereby conveyed to the same extent and manner as at present, during the irrigating season, the days and nights, or between sunsets and sunris, the manner hereinbefore specified, in as much land as may be deep, and that is to say, the right to the use of water flowing over a weir per second between sunsets and sunris.

The said Purchaser hereby covenants to use the water hereby conveyed to the same extent and manner as at present, during the irrigating season, the days and nights, or between sunsets and sunris, the manner hereinbefore specified, in as much land as may be deep, and that is to say, the right to the use of water flowing over a weir per second between sunsets and sunris.

The said Purchaser hereby covenants to use the water hereby conveyed to the same extent and manner as at present, during the irrigating season, the days and nights, or between sunsets and sunris, the manner hereinbefore specified, in as much land as may be deep, and that is to say, the right to the use of water flowing over a weir per second between sunsets and sunris.

The said Purchaser hereby covenants to use the water hereby conveyed to the same extent and manner as at present, during the irrigating season, the days and nights, or between sunsets and sunris, the manner hereinbefore specified, in as much land as may be deep, and that is to say, the right to the use of water flowing over a weir per second between sunsets and sunris.

The said Purchaser hereby covenants to use the water hereby conveyed to the same extent and manner as at present, during the irrigating season, the days and nights, or between sunsets and sunris, the manner hereinbefore specified, in as much land as may be deep, and that is to say, the right to the use of water flowing over a weir per second between sunsets and sunris.
FORM OF ASSIGNMENT.

1, the within named purchaser, and his wife, for and in consideration of Dollars in hand paid, do hereby sell, assign and transfer all right, title, interest and claim in and to the within described property unto of County of and State of heirs and assigns forever. And hereby authorize and empower to receive from the said any and all money or unpaid balance due on the within contract in part consideration for said property, and upon the final payment of the purchase money, and a full compliance with all the requirements contained in the within agreement, or contract, to execute, or cause to be executed, to the said heirs and assigns, a deed for said property.

GIVEN under hand this day of A. D. 1889.

The foregoing assignment approved this day of 1889. Such approval, however, is not to relieve original purchaser from any of his liabilities under the contract, but to protect the assignee provided he complies with its terms.

FORM OF ASSIGNMENT.

1, the within named purchaser, and his wife, for and in consideration of Dollars in hand paid, do hereby sell, assign and transfer all right, title, interest and claim in and to the within described property unto of County of and State of heirs and assigns forever. And hereby authorize and empower to receive from the said any and all money or unpaid balance due on the within contract in part consideration for said property, and upon the final payment of the purchase money, and a full compliance with all the requirements contained in the within agreement, or contract, to execute, or cause to be executed, to the said heirs and assigns, a deed for said property.

GIVEN under hand this day of A. D. 1889.

The foregoing assignment approved this day of 1889. Such approval, however, is not to relieve original purchaser from any of his liabilities under the contract, but to protect the assignee provided he complies with its terms.
<table>
<thead>
<tr>
<th>LAND CONTRACT</th>
<th>AGREEMENT No.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CLOSE BROS. &amp; CO.*</th>
<th>CHICAGO, ILLS.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Range</td>
<td></td>
</tr>
<tr>
<td>For</td>
<td></td>
</tr>
<tr>
<td>of Sect.</td>
<td></td>
</tr>
<tr>
<td>Town</td>
<td></td>
</tr>
</tbody>
</table>

*Note: The table and form appear to be placeholders or templates without specific content. This could be a part of a legal or business document, possibly related to land contracts or agreements.