

THE WESTERN UNION TELEGRAPH COMPANY.

THOS. T. ECKERT, General Manager.

NORVIN GREEN, President.

Receiver's No.

Time Filed,

Check,

Send the following message, subject to the terms printed on the back hereof, which are hereby agreed to.

Washⁿ Dc by 731883

To First National Bank

El Paso Tex.

A. D. Holbrook has credit here for Five Hundred Dollars. Notify

Wm. J. Creswell

President Citizens National Bank

McManus Chihuahua

**ALL MESSAGES TAKEN BY THE WESTERN UNION TELEGRAPH COMPANY
SUBJECT TO THE FOLLOWING TERMS:**

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

Correctness in the transmission of messages to any point on the lines of this Company can be INSURED by contract in writing, stating agreed amount of risk, and payment of premium thereon at the following rates, in addition to the usual charge for repeated messages, viz.: one per cent. for any distance not exceeding 1,000 miles, and two per cent. for any greater distance. No employee of the Company is authorized to vary the foregoing.

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

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

The Company will not be liable for damages in any case where the claim is not presented in writing, within sixty days after sending the message.

THOS. T. ECKERT, General Manager.

NORVIN GREEN, President.

Fuerte, Sinaloa, November 8th '13

Dear Sir,

Your several favors have come duly to hand, the last forwarded by Mr. Lanphar, enclosing copy of Article 10 of the law of July 22d 1863 regulating the possession of public land in Mexico. There will be no difficulty I find upon consulting with Mr. Retes, upon the point referred to. The law has been and will continue to be carefully complied with. The *Tittle* papers have been delivered to me, and nothing further remains to be done for the present, with reference to the Company's interest in the property.

There are equities to be arranged for connected with the transaction, the adjustment of which must depend very much upon your understanding of the agreement between all parties concerned. You are now Trustee for the Company of (nominally) 80 $\frac{3}{8}$ per cent of the entire tract. It is claimed, however, that other parties are entitled to participate, as beneficiaries in the trust, by fractional interests that will reduce the Company's actual interest to 50 %. The interests as listed for me by Col. Fitch are as follows:

Blas Ybarra	5 $\frac{3}{4}$ %	Dr. Carman	5 $\frac{3}{4}$ %
Leonardo Ybarra	4 %	A.K. Owen	5 $\frac{3}{4}$ %
Zacarias Ochoa	4 "	C.S. Retes	4 "
F.G. Fitch	5 $\frac{3}{4}$ %	Dr. Carman for someone not named	15 %
		total	50 %

The last item in the list is questioned here. None of the parties here know anything about it further than it is claimed by Dr. Carman and they are disposed to discredit it. Mr. Retes states that he holds remaining 19 $\frac{5}{8}$ not embraced in your trust, in trust also for the parties named less his own interest.

Please let me hear from you in reply to this matter, giving your recollection of the understanding, which was had at the time, the purchase was negotiated by you. I have been intending to write you for some time past in compliance with your request for my impressions here with respect to the resources of the country for railroad earnings, but have been very much pressed with occupation in the various matters relating to the Company's affairs that require attention. I have been very favorably impressed indeed, with what I have seen, far more than I expected to be. I have requested Mr. Rice to forward to you a copy of a letter written to Mr. Winion last month, which will give you details with reference to our affairs, and some results of my observations since coming to the Country.

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Wm. K. Rogers.

George W. Simmons, Esq.,

Boston, Mass.
