

From: Jose Mariano Sanchez y Mora

To: Isidoro Franco

Date: Unknown

[Page 1] Following are the terms under which Mr. Jose Mariano Sanchez y Mora, Ex-Count of the Peñasco entrusts Mr. Isidoro Franco with the administration of his lands collectively known as Santa Rosa de Angostura, El Peñasco La Santisima Trinidad de Bocas, San José de Cruces and Anexas.

- 1) The Administrator will receive a stipend in the amount of 1,500 pesos on an annual basis and this will be paid in cash and in Reals as well as another 1,500 pesos that will be utilized to cover expenses, which will exclude any other kinds of personal expenses that he or his guests may accrue.
- 2) A clerk will be provided to the Administrator in order that he may assist with maintenance of the accounts as well as to answer letters, for which he will receive an annual salary of 150 pesos and a measure of corn that will be rationed on a weekly basis.
- 3) His private residence will need to be established in Hacienda de Bocas, in order that he may always be on the lookout for whatever happens on the other pieces of property.
- 4) Instead of sending an agent, he will personally travel to each piece of real estate property and farm under his care, in order to make note of the overseers' manner of conduct and he will be responsible for the faults that he may observe in their conduct. Regarding however much thievery the shepherds may commit in the Hacienda de Cabras de Angostura just as in Ovejas de Cruces, he will promise, without the knowledge of the others, to fire one each month or every two months while also hiring new ones to take their place if they are deemed to have a good reputation and are capable of carrying out their duties.
- 5) Each month, the overseers from Hacienda de Cabras y Ovejas will present to the Administrator an appraisal of the number of individuals on each piece of property by providing details regarding the number of people who have died and, based on this, there will be a summary providing information about the class structure, which the Administrator will provide on a monthly basis without fail.
- 6) In a similar manner, on a monthly basis, he will forward to me a general report concerning the assignments that are undertaken as well as whatever overtures may be made in the area of negotiations, especially with respect to the deposits and debits of Reals. The Administrator will make note of the prevalence of corn, chili and kidney-beans as well as any other crops that may be harvested in addition to the amount of wool, moveable goods, distribution of the land already

set aside for labor huts and harvesting of wine as well as the distribution of plots of land and the harvesting of cotton in Angostura, which he will be responsible for making certain that it increases more and more, on an annual basis.

7) The Administrator will not undertake any assignments, nor will he open or close new [Page 2] doors or windows without first consulting with me and he will be responsible for any changes that are not required. It is advised that the Administrator will not be allowed to inhabit those living areas separate from the ranches as these locations are reserved for the masters. Without a doubt, the Administrator will not be permitted to open these living areas to travelers.

8) On an annual basis, a general and specific accounting will be made regarding the financial condition of each ranch by checking each particular entry against the charges and data found in the original documents as opposed to the information found in the copies, which will need to be presented no later two months after the end of the year.

9) The tenth part of the seeds and livestock will be purchased from the one who sells tithes and this will be paid for using the account of the ranch without having to pay for this right even with a head of livestock or a small amount of seeds. Therefore, the Administrator will enter into a contract with the collectors of tithes when the price is acceptable, specifying in the records the number of heads of livestock for which he paid the collectors and the price of each head of livestock. The Administrator will provide proof of such transactions showing the collectors' signatures. Finally, he will not be able to verify the payment of the tithe during the same month and year in which the transaction occurs and payment is made but he will be able to do so the following year.

10) Particularly, it will be necessary to observe the lack of order on the piece of property with the greatest number of servants more than is absolutely necessary. There must not be a superfluous number of servants and the Administrator will be responsible for carrying out precise and necessary calculations in his dealings with them, based on what the ranch may owe them on an annual basis, which will be ten pesos at the most. Whenever a servant decides to leave his job at the ranch, he may be paid on the spot and, if he should owe anything to the ranch, then, without a doubt, in quitting his job or dying, the master will have to write off this amount. As a result of this, the Administrator will make certain that there is no increase in the ten pesos paid to the servants from year to year. Nevertheless, this debt will always remain fixed at this amount of pesos, which the Administrator will need to keep in order even with the chaplains and the overseers.

11) Whenever a servant is provided with a head of livestock and this is noted on his account, whether this livestock may come from horses or asses he will not be allowed to receive a fecund

female but he may have one that is barren and these will need to be verified in the presence of the Administrator, without placing any trust in any motive or pretext for these proceedings with respect to the overseers or headmen. Consequently, the transactions and paperwork having to do with these sales will be kept under lock and key by the Administrator.

12) Whatever the situation may be, I will not allow the Administrator to rent or lend to anyone or permit employees to use the implements set aside for labor, which include carts, oxen, mules or horses, nor will the instruments used for the slaughter of animals, the manufacturing of soap or sheering of sheep.

13) The yearly branding of cattle will be carried out in the presence of the Administrator [Page 3], without allowing him to order anyone else to carry out this operation, for which he will commit the greatest undertaking in gathering all of the young bulls that may be found in the farm in order to increase their pairing and their productivity. The Administrator will provide me with an annual report concerning the young bulls that have been gathered and he will not be allowed to leave the ranches until the conclusion of this operation, which will be carried out with all due diligence in order to avoid wasting time.

14) All of the wine that is harvested in Huertas del Peñasco y Bocas, excluding that which is necessary for the masses that will be celebrated in the farms, I shall need to be advised regarding that which is left over to dispose of it as I desire and whatever fruits are produced in the farms will be sold, placing the transactions of this in the records of total receipts.

15) The stalls of the Peñasco, Bocas and Cruces will be furnished if I deem this convenient and these will be placed under the accounts of the farm. Each account will be kept separately, in order that for the annual balance, whatever has been produced will be made known. In the evening, the Administrator will gather all of the documents pertaining to the items sold that day and, every three months, he will be responsible for drawing up a record in order to prevent the employees from speculating.

16) I shall not permit the Administrator, nor could he do this with the overseers or employees of the other farms, to possess any kind of livestock for breeding purposes, the purpose of which will be to prevent any discussion about his behavior and, if any one of them were to be found selling livestock then this individual will be called upon to replenish the accounts of the farm. If anyone of them should refuse to relinquish this property, then the Administrator will make certain that this individual is removed from the farm lands at a prudent time, which will be pointed out to the Administrator.

17) The employee that may be well-known for his honesty and who possesses livestock may be permitted by the Administrator to keep them by collecting rent from him, which he will need to

pay and which will be increased in accordance with the quantity of livestock. This leniency will only be extended to those subjects that are considered useful to the farms and, if it should be the case that they should offer themselves to guard the property, of their own free will.

18) The Administrator will not be able to replace the granary-keepers, the clerks, the overseers and specific administrators without previously consulting with his employer and, consequently, he will need to give evidence of the negative reports or of the inept nature of the employee he wishes to terminate.

19) Whenever he needs to forward money to the servants, this money will be drawn from the account pertaining to that piece of property and, as a result of this distribution, [Page 4] he will present a notice indicating the specific amount that was given to each individual, while also showing the original price of the object as well as the price adjustment that was made at the time that the amount was distributed. This document will be accompanied by the merchants' accounts with whom they may have dealt as well as the receipts from the foremen and all other craftsmen that may have been employed for this purpose.

20) During the harvest, the Administrator will promise to witness the delivery of the profits as opposed to delegating this task to any other employee. The Administrator will also make an effort to witness the distributions made of the Montes de Tuma [?].

21) On the day that it is advised that the interest rates are not going to be increased, unless they manage to remain in the same condition in which they were distributed, this may be immediately satisfied without the need for admitting to allegations or excuses of any kind.

Note: Term no. 15 will apply to the Administrator only in those instances when the stalls have not been integrated into the distribution in addition to his being subject to updating the accounts on a yearly basis or every six months depending on the agreement that is made.