

Open Sesame

..... has come back into his own. For many years he sat on the sidelines, watching Republican insiders practice before Republican administrations. But now the Democrats are in and ..... has put at least one good Republican out of a job. That is Edward Everett Gann .... for some time legal representative in Washington of President Trujillo, of the Dominican Republic.

Trujillo is a sagacious gentlemen. On March 4th he figured that a prominent Republican could assist him but little before the throne of a Democratic President. So he retained .....

His selection was wise. .... got everything Trujillo wanted. When the State Department was opposed, ..... has walked into the White House and got Roosevelt's approval direct.

This is that he did when a new financial adviser had to be chosen for Santo Domingo. .... wanted Oliver Newman ... a good Democrat. The Department wanted the continuation of William E. Dunn, former financial adviser. .... went to the White House. Newman was appointed.

Some persons have been puzzled over ..... 's power. The secret is this: Franklin D. Roosevelt forgets not his friends. He and ..... were friends back in the days when they were both trying to put across the nomination of Woodrow Wilson. They have been friends ever since

-----

De el "Washington, D. C. Times"; 5 de agosto de 1933.

ÁBRETE SÉSAMO.

.....ha vuelto a lo suyo. Durante muchos años se sentó en las filas laterales, observando a los republicanos activos practicar ante administraciones republicanas. Pero ahora los demócratas están en el poder y .....ha puesto a más de un buen republicano fuera de combate. Ese es Edward Everett Gann.... quien fué durante algún tiempo representante legal en Washington del Presidente Trujillo, de la República Dominicana.

Trujillo es un caballero sagaz. En marzo 4 calculó que un prominente republicano podría serle muy poco útil ante el trono de un Presidente Demócrata. Entonces retuvo a .....

Su elección fué acertada. ....consiguió todo lo que Trujillo quería. Cuando el Departamento de Estado se opuso,..... se dirigió a la Casa Blanca y consiguió la aprobación directa de Roosevelt.

Esto es lo que hizo, ~~cuando~~, hasta que se necesitó un nuevo consejero de finanzas para Santo Domingo. ....quería que fuera Oliver Newman... un buen demócrata. El Departamento deseaba la permanencia de William E. Dunn, antiguo consejero en finanzas. ....fué a la Casa Blanca. Newman fué nombrado.

Algunas personas se han sentido desorientadas acerca del poder de ..... Este es el secreto: Franklin D. Roosevelt no olvida a sus amigos. El y ..... fueron amigos allá cuando ambos trataban de lograr la elección de Woodrow Wilson. Desde entonces han sido amigos.

November 21st, 1933,

Hon. Fernando Gonzalez Roa,  
Mexico, D. F.,

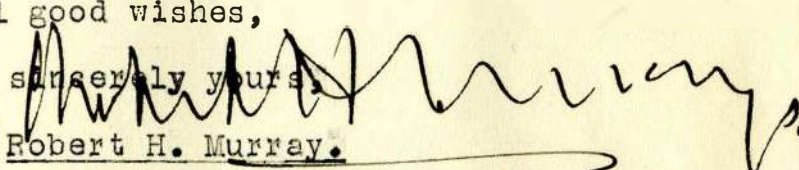
My dear Mr. Ambassador:

As I recall, you have never had opportunity to familiarize yourself with the detailed history of the Banco de Mexico matter. Hence I am taking the liberty of sending it to you, so that you may be fully and accurately informed on the subject.

Owing to my precarious state of health and in anticipation of possible contingencies, I am depositing a sealed copy of the enclosed with the United States Embassy, with instructions that it be opened only in the event of my death or complete disability.

Believe me, my dear Mr. Ambassador, with thanks for your courtesy and all good wishes,

Always sincerely yours,

  
Robert H. Murray.



4

Re, Murray-the Banco de Mexico

(All of the documents, originals or copies, referred to herein are  
in possession of R. H. M.

ON APRIL 21st, 1926, (see Exhibits 1 and 2) I received a letter from GEORGE F. WEEKS, head of the official news bureau of the Mexican government in Washington, D. C., asking my permission to bring certain information contained in a property owned by me, namely a portion of the manuscript of a book containing references to the official conduct of HENRY LANE WILSON, former Ambassador of the United States government in Mexico, to the attention of MANUEL C. TELLEZ, at that time Ambassador of the government of Mexico in Washington; and enclosing a copy of a memorandum on the subject which he had submitted to TELLEZ.

It will be noted that the first overtures in connection with the transaction were made to me by a representative of the Mexican government, and in behalf of that government. I wrote to WEEKS, granting the permission asked for.

ON APRIL 24th, 1926, (see Exhibit 3) I received from WEEKS a letter, stating that: "MR. TELLEZ wishes me to ask you, etc;" and that: "he (TELLEZ) was greatly interested in what you said."

ON APRIL 28th, 1929, I received (see Exhibit 4) from WEEKS a letter, stating that: "The Ambassador has taken up the matter ... with Mexico City."

ON MAY 14th, 1926, I received (see Exhibit 5) from WEEKS a letter in response to one from me, in which I gave him an account of a visit received by me from an unidentified person who gave the name of HALSTEAD, and who apparently represented the above mentioned HENRY LANE WILSON or some other person or persons who were interested in the contents of the manuscript, and who seemed in some manner to have gained knowledge that WEEKS and I were in correspondence. In this letter WEEKS wrote that he had "taken up the matter with the Embassy" and that: "it is some three weeks since the matter was taken up and referred by cable to the Foreign Office in Mexico City;" and that: "I am driven to the conclusion, as is the Embassy, that our trouble (the suspected leak) is in the Foreign Office."

ON JUNE 16th, 1926, I received (see Exhibit 6) a letter from WEEKS, in which he said that he had been asked to TELLEZ what was my price for the manuscript, and that he had suggested a conference between TELLEZ and me, to which TELLEZ was adverse, and that: "I think that I impressed him fully with the idea of the supreme value of "the manuscript."



ON JUNE 19th, 1926, I received (see Exhibit 7) a letter from WEEKS, stating that: "I finally had an audience with the Ambassador yesterday afternoon" and that: "I gave the Ambassador a memorandum of the points covered (in the manuscript) ... and their great value to his government;" and that: "He promised to take it up at once with his government;" and that: "He promised to notify me when a reply is received."

ON AUGUST 3rd, 1926, I received (see Exhibit 8) a letter from WEEKS, stating that: "Mr. T. is still in the city of Mexico, or at least there is no information here as to his immediate return."

ON AUGUST 17th, 1926, I received (see Exhibit 9) a letter from WEEKS, stating that: "I have just been talking to our mutual friend (TELLEZ.) He told me that the matter we have in hand has been the subject of lengthy conferences, in which the importance of the affair in its bearing on damage claims was fully appreciated. A plan was finally projected and is in process of incubation, which may result in your being approached by a third party, strictly unofficial, or perhaps by myself, and a proposition laid before you. Beyond this, I am not at liberty to go, most all on paper. But you may be assured there is a desire to have due publicity, but entirely free from official suggestion."

ON AUGUST 25th, 1926, I received (see Exhibit 10) a letter from WEEKS, in which he wrote: "Our mutual friend (TELLEZ) has requested me to ask you to make a visit to this city at your earliest convenience, in order that a triangular and strictly confidential conference may be had. Certain advice has been received regarding the matter in hand and a personal interview seems desirable."

ON AUGUST 26th, 1926, (see Exhibit 11) I received a letter of similar import to the above, which was sent me to my residence.

ON AUGUST 31st, 1926, I saw TELLEZ at the Mexican Embassy in Washington, WEEKS being present. TELLEZ examined the manuscript and we discussed its purchase. I told him that my price for it was \$25 000. U. S. currency. He said that he would communicate further with SAENZ, the Foreign Minister in Mexico. He impressed upon me the necessity of secrecy, so far as the connection of the Mexican government was concerned, and promised to advise me later, through WEEKS, as to the decision of the Foreign Office.

ON SEPTEMBER 21st, 1926, I received (see Exhibit 12) a letter from WEEKS, in which he wrote: "I saw our mutual friend (TELLEZ) on Saturday and he said he expected to receive a definite answer from Mexico in 'three or four days.'"

ON OCTOBER 16th, 1926, I received (see Exhibit 13) a letter from WEEKS, in which he said: "I supposed that you had seen in the papers that Mr. T. (TELLEZ) went to Mexico last week, called by the death of his mother. A few days before he left he told me he was expecting to hear at any time regarding your especial affair."



ON OCTOBER 23rd, 1926, I received (see Exhibit 14) a letter from WEEKS, informing me that: "There is no information yet as to the time of Senor T's (TELLEZ'S) return from Mexico, although it is expected soon."

ON NOVEMBER 10th, 1926, I received (see Exhibit 15) a letter from WEEKS, stating: "It begins to look at last as though you might be able to get action on the matter under discussion. I saw our mutual friend (TELLEZ) this morning, and he said that as the result of his conferences it was thought best all negotiations should be conducted verbally. There must be no written correspondence or official records that might return to trouble those concerned. To this end, it was thought best that you go to the place of central interest (Mexico City) and conduct negotiations with Senor R. (ROJAS) of whom I told you. If you will send me therefore an estimate of the cost of the round trip to the point of destination and return, the money will be forthcoming and you may start as soon as you have made arrangements. Especially was I cautioned about saying anything in my correspondence that might prove awkward if made public."

ON NOVEMBER 11th, 1926, I received (see Exhibit 16) a letter from WEEKS, stating: "I wrote you yesterday in a hurry, immediately after returning from the office of our mutual friend (TELLEZ.) In thinking over the conversation later, however, something came to my mind that seemed quite significant. He said: "He (MURRAY) will not have to remain in the city (Mexico) more than three or four days (I was obliged to remain there, in connection with the transfer of the manuscript, for four months, from February 7th to June 6th, 1926), so that he will not have a great hotel bill." It seems to me that the entire matter has practically been settled there and that there will not have to be any prolonged discussion and conferences, but that Senor R. (ROJAS) will merely act as a messenger boy in carrying out his instructions."

ON NOVEMBER 12th, 1926, I wrote WEEKS (see Exhibit 17), declining to go to Mexico City.

ON NOVEMBER 13th, 1926, I received (see Exhibit 18) from WEEKS a letter in reply to the above, stating: "Our mutual friend (TELLEZ) says he is merely following instructions agreed upon after full discussion at headquarters. The desire, the necessity, in fact, is to avoid any action that might, in case of the investigation that is sure to follow by secret service men, lead to any connection between headquarters in this city and yourself, either through me or anyone else. ... It is the purpose to be able to say, and to show, if necessary, that it was entirely a transaction between Senor R. (ROJAS) and yourself, and in order to be able to make that showing, either publicly or by secret service workers, it is absolutely necessary that it should be the FACT. That you went to headquarters, made your own arrangements with Senor R. (ROJAS) and received the quid pro quo without anyone else being a party to the transaction. ... In brief, they will not listen to any transaction other method than that outlined--paying your expenses to go to Senor Refa R. (ROJAS) and complete the transaction personally and in secret. ... But I am hoping you will see your way clear to accede to the determination of the principals--to keep absolutely clear of any personal contact with,



or handling of the affair. a distance.

As well as to have it all handled at

NOVEMBER 15th, 1926. I received (see Exhibit 19) a letter from WEEKS, saying: "Our mutual friend (TELLEZ) reiterates that he must on the surface 'keep his hands off' and take no part in the negotiations. However, he is conforme to the \$500. proposition, and if you will give me the date of your intended departure from (for Mexico City) and arrival at proposed destination, money will be sent you and arrangements will be made by wire, fixing a time and place for your unostentatious interview with Senor R. (ROJAS.) Our M. F. (mutual friend) says: "I am of the opinion that a direct proposition will be made and that it will be up to him (Murray) to take it or leave it. It will require only a brief time. But I know nothing of it." Beyond that he will not go, but he intimated that the fact that his people were ready to put up the \$500. ought to be proof of their intention and desire to do business. ... So if you will notify me as to the date you propose to depart, I will attend to the rest of it."

ON NOVEMBER 15th, 1926, I wrote (see Exhibit 20) to WEEKS, declining to go to Mexico City, on the above terms.

ON NOVEMBER 17th, 1926, I wrote (see Exhibit 21) to WEEKS, correcting him upon an evident misunderstanding of a statement made by me in my previous letter (see Exhibit 17) in which I suggested that I might go to Mexico City if I received \$5 000. as an advance payment on the price of the manuscript of \$25 000., which I had quoted to TELLEZ in my interview with him in the Embassy in Washington on August 31st, 1926.

ON NOVEMBER 19th, 1926, I received (see Exhibit 22) a letter from WEEKS in which he said: "I managed to see our mutual friend (TELLEZ) this noon, after an unsuccessful attempt to see him yesterday. ... His reply to my explanation was: 'My only authority, and the only action I can possibly take in the matter, is to furnish him with the funds to go to (headquarters) and arrange the negotiations. I can do nothing ~~down-here~~ whatever here and am not supposed to know anything about the matter or have anything to do with it. It is all between him and Senor R. (ROJAS.)'"

ON NOVEMBER 25th, 1926, I went to Washington and talked with WEEKS in his office, No. 817 Fourteenth street, N. W., from 2 to 4 p. m., approximately. We discussed the matter at length, I insisting that it was not necessary for me to go to Mexico City, that my price for the manuscript was \$25 000. but telling him that I might make the trip if I were paid \$5 000. in advance upon account of \$25 000.

ON NOVEMBER 30th, 1926, I received (see Exhibit 23) a letter from WEEKS, in which he wrote: "I saw our mutual friend (TELLEZ) yesterday, and he said that while he had not heard from his principals he was prepared to say that he would pay your travelling expenses of, say, \$500., and that no matter what the result of the negocio down there, he would himself guarantee you a minimum of \$5 000. here on your return. ... He said that while his principals had cognizance of this (of



8

--5--

the participation of Ambassador WILSON in the downfall of the Madero government of Mexico, in February, 1913) in a general way, of course the official documents would be of value, hence his proposition of yesterday."

ON DECEMBER 1st, 1926, I wrote (see Exhibit 24) to WEEKS, stating that I would go to Mexico upon receipt of an advance payment of \$5 000.

ON DECEMBER 3rd, 1926, I received (see Exhibit 25) a letter from WEEKS, stating that: "I saw our mutual friend (TELLEZ) this morning and he said that he would take the matter up with his superiors and report in due time."

ON JANUARY 6th, 1926, I wrote to WEEKS (see Exhibit 26), asking what decision, if any, had been arrived at with respect to the proposition I had made in my letter of December 1st (see Exhibit 24.)

ON JANUARY 13th, 1926, I received (see Exhibit 27) a letter from WEEKS, stating: "Our mutual friend (TELLEZ) ... said that as you did not accept his last proposition, to go to headquarters on his pledge of \$5 000. as a minimum, he regarded the matter as entirely closed and no further negotiations to be had."

ON JANUARY 18th, 1926, I received (see Exhibit 28) a letter from WEEKS, stating: "I saw our mutual friend (TELLEZ) this morning;" and that finding that a confusion existed between him and TELLEZ as to the exact terms of TELLEZ'S proposals, he said to him: "My dear Mr. Ambassador, in order that there may not be a repetition of the misunderstanding, will you kindly have an unsigned memorandum made in typewriting of your proposition, in order that I may convey it to my friend?" This hit the nail on the head and the result was the accompanying memorandum." The memorandum, which was enclosed to me by WEEKS (see Exhibit 29) and which was written in the Mexican Embassy from TELLEZ'S dictation and given to WEEKS, reads:

"To enable us to take into consideration the business

"In hand, we are making the following propositions:

"We are ready to invest in travelling and other expenses

"to the extent of Dls. 500.00 (FIVE HUNDRED DOLLARS),

"so that the owner may be put in direct communication with our friends.

Should the transaction be carried out, I am ready to guarantee the payment in this

"city of the sum of Dls. 5 000. 00 (FIVE THOUSAND

"DOLLARS), to be deducted from the total price agreed

"upon, in case that this price should be more than the

"aforementioned sum, and upon receipt of word of approval

"from our friends."



Comparison of the above memorandum in the original with Exhibit 30, the latter being written on the official stationery of the Mexican Embassy in Washington and bearing TELLEZ'S signature, proves that they were both written on the same typewriter, as both display the same irregularities and imperfections of print.

ON JANUARY 19th, 1927, I received (see Exhibit 31) a letter from WEEKS, based upon his interview with TELLEZ, as described in Exhibit 28, and confessing his inability to understand the meaning and effect of TELLEZ'S proposition.

ON JANUARY 22nd, 1927, I wrote to WEEKS (see Exhibit 32), agreeing to go to Mexico City.

ON JANUARY 22nd, 1927, I received a letter from WEEKS (see Exhibit 33) stating: "I was unable to see our mutual friend (TELLEZ) yesterday. ... Just returned and am writing you at once. He is wiring to ascertain when Senor RED (ROJAS) will be in the city and making appointment for you. A letter of introduction will be supplied by him, also a letter to the Consulate at Laredo, asking for expedition. ... Full details will be ready on Monday, I am assured."

ON JANUARY 24th, 1927, I received wrote WEEKS in acknowledgment of the above (see Exhibit 34.)

ON JANUARY 27th, 1927, I received from WEEKS (see Exhibit 35) a letter, stating: "I saw our mutual friend (TELLEZ) again on Tuesday evening, and this morning also. He had not heard from headquarters and promised to wire again. ... The entire delay is owing to the fact that he wants to be sure that Senor RED (ROJAS) will be in the city at some specified time, in order that you may lose no time in seeing him and have no annoying delay."

ON JANUARY 28th, 1927, I wrote to WEEKS, acknowledging the above (see Exhibit 36.)

ON JANUARY 28th, 1927, I received (see Exhibit 37) a letter from WEEKS, stating that he would mail me the next day, by special delivery; "Item, Cashier's check payable to, and endorsed by me in blank, for \$500. Item, letter to Consul at Laredo (see Exhibit 38), who will be instructed by wire to meet you with auto and escort you across the river promptly. Item, letter to Lic. Benitez (see Exhibit 39), secretary of Secretary (of Foreign Relations) SANEZ, with whom you will confer on arrival."

ON JANUARY 28th, 1927, I received (see Exhibit 40) a telegram from WEEKS, saying: "Mailing all documents special delivery early tomorrow, including draft."

ON JANUARY 31st, 1927, I received draft, letters, etc, mentioned above, as shown by letter from TELLEZ (see Exhibit 41) and also record of collection of TELLEZ'S check through the Fifth Avenue Bank of New York (see Exhibit 42.)



ON FEBRUARY 1st, 1927, I obtained a travelling certificate from the Mexican Consulate in New York (see Exhibit 43.) I wrote WEEKS, giving him details of my movements (see Exhibit 44.)

ON FEBRUARY 3rd, 1927, I left New York for Mexico City.

ON FEBRUARY 6th, 1927, I left Laredo for Mexico City. (See Mexican immigration official's stamp on Exhibit 43.)

On February 7th, 1927, I arrived in Mexico City, 11 p. m.

ON FEBRUARY 8th, 1927, Lic. Benitez, secretary of Foreign Minister SAENZ, called at my house, Jalapa, 8, at 10 a. m. and arranged an appointment for me at 5 p. m. with LUIS MANUEL ROJAS in the office of ROBERTO V. PESQUEIRA, in the Palavicini building, Calle de Bucareli. BENETIZ, ROJAS and I discussed the sale of the manuscript, which was examined by them and to whom I stated that the price which I had quoted to TELLEZ was \$25 000.

ON FEBRUARY 9th, 1927, a further examination of the manuscript was made at my house at 6 p. m. by ROJAS and his secretary, MELLON.

ON FEBRUARY 10th, 1927, ROJAS and MELLON again called at my house, at 5 p. m.

ON FEBRUARY 13th, 1927, ROJAS and MELLON again called at my house, at 11 a. m.

ON FEBRUARY 17th, 1927, I gave ROJAS a memorandum of my terms for the manuscript in writing, providing for the payment of \$12 500. cash and \$12 500. in sixty days. (See Exhibit 45.)

ON FEBRUARY 18th, 1927, I discussed the matter further with ROJAS and E. SCHOENWALD at my house, at 5 p. m.

ON FEBRUARY 20th, 1927, I discussed the matter further with ROJAS and SCHOENWALD at my house at 11 a. m.

ON FEBRUARY 21st, 1927, I discussed the matter further with ROJAS at my house, at 5 p. m.

ON FEBRUARY 28th, 1927, I discussed the matter further with SCHOENWALD at my house, at 6 p. m.

ON MARCH 1st, 1927, I discussed the matter further with ROJAS and SCHOENWALD at my house, at 7 p. m.

ON MARCH 7th, 1927, at 7 p. m. at my house ROJAS and SCHOENWALD offered me \$5 000. for the manuscript, which they said was the most they could obtain for the purpose from Foreign Minister SAENZ, which I refused. I made a counter offer of \$10 000. cash and a secured note for \$15 000.

ON MARCH 9th, 1927, I received from WEEKS a letter (see Exhibit 46) in response to a cablegram from me in which I told him I was making no progress, in which he announced that TELLEZ was in Mexico City for a few days, and saying: "He asked me to tell you that he



would see you while in the city (Mexico.)"

ON MARCH 11th, 1927. I had a brief conversation with TELLEZ in a cantina on the corner of Avenida Madero and Calle Bolivar, just before noon. He made an appointment with me for the next morning at 10 o'clock in his rooms at the Hotel Guardiola.

ON MARCH 12th, 1927. I saw TELLEZ at 10 a. m. He informed me that he had been authorized by Foreign Minister SAENZ to offer me \$5 000. in cash and an additional \$250. a month for eleven months, from March, 1927, to the end of November, 1928, or \$10 500. in all. I refused this, and he said he would talk further with SAENZ and let me know the result, prior to his departure for Washington the next morning. During the conversation I mentioned to him that there had been some discussion between me and ALBERTO MASCARENAS, Director General of the Banco de Mexico, and E. S. A. de LIMA, chairman of the Board of the Banco, relative to my acting as representative of the Banco in New York, in some capacity; that if this might be arranged on a financial basis satisfactory to me I might be in a position to accept his offer; but that at all events I should require at least \$10 000. cash for the manuscript and that my acceptance of his offer would be absolutely conditional upon the Banco taking me into its employ. I also gave TELLEZ a copy of a memorandum, relative to publicity work in New York for the Banco, dated March 2nd, 1927, (see Exhibit 47), which I had prepared after my talks with MASCARENAS and de LIMA, and with which I had supplied them.

ON MARCH 13th, 1927. TELLEZ telephoned me to my house at about 8 p. m. He said that SAENZ had refused to pay more than the sums mentioned above, but that he thought some arrangement could be made in connection with the Banco de Mexico, according to our talk on the previous day, and requested me to talk further with MASCARENAS.

ON MARCH 14th, 1927. at 6 p. m. at my house ROJAS and SCHOENWALD informed me that they were in a position to pay me \$10 000.; \$5 000. in cash at once and \$5 000. within a few days, as soon as they could dispose of stock to the latter amount of a company which they had organized to publish the manuscript in book form, under the authorship of ROJAS. Later one volume of the book was published, containing a portion of the manuscript. (See Exhibit 48.) I informed them that I would accept the \$10 000. as a partial payment, providing the remainder of the price of \$25 000. was forthcoming from the Banco de Mexico or elsewhere.

ON MARCH 15th, 1927. I talked with MASCARENAS about 5 p. m. in the directors' room in the Banco de Mexico, on the corner of Avenida 16 de Septiembre and Calle Bolivar, told him of the negotiations concerning the sale of the manuscript with TELLEZ and ROJAS, of the terms offered, etc, of the conversation with TELLEZ relating to the making of an arrangement with the Banco, of his suggestion to me to discuss the matter with MASCARENAS, and discussed with him the question of my representing the Banco in New York, on the basis of my memorandum to him of March 2nd (See Exhibit 47.)



ON MARCH 17th, 1927, MASCARENAS, in his office in the Banco de Mexico, informed me that he had discussed the sale of the manuscript for use in ROJAS' book and the proposition of my representing the Banco in New York, in accordance with the general terms of my memorandum to him of March 2nd (see Exhibit 47) with SAENZ, that he had seen a copy of the memorandum, presumably that given by me to TELLEZ, translated into Spanish on SAENZ'S desk, and that he intended to confer later on the matter with PRESIDENT CALLES. He proposed an arrangement whereby I should represent the Banco in New York at a salary of \$1 000. U. S. a month from then until December 1st, 1928, the latter date, as he explained, marking the expiration of the term of then then President of Mexico, GENERAL CALLES. He also said that all of the financial arrangements in future involving the sale of the manuscript, payment for same, etc, would be made exclusively through the Banco de Mexico and himself, and that from then on I should be working for the Banco. I accepted the proposition at this interview and informed MASCARENAS that I should turn over the manuscript to ROJAS in consideration of the payment to me of \$10 000. in cash, with the understanding that the arrangement with the Banco as outlined above would be accepted by me, on the basis of payment proposed by MASCARENAS, in lieu of the remaining \$15 000. of the price for the manuscript which I had quoted to TELLEZ and ROJAS.

ON MARCH 18th, 1927, the and as a result of the above agreement with MASCARENAS, I notified ROJAS and SCHOENWALD that I should deliver the manuscript to ROJAS upon payment of \$10 000. cash and the compensation for my services which MASCARENAS had agreed on behalf of the Banco that it would pay me.

ON MARCH 21st, 1927, I talked with MASCARENAS in his office at the Banco and he, at my request, confirmed his previous statement that my salary from the Banco would be \$1 000. monthly, and not 1 000. pesos.

ON MARCH 22nd, 1927, I delivered to MASCARENAS a letter, outlining the terms of our contract and accepting them. (See Exhibit 49.)

ON APRIL 2nd, 1927, I was informed by Mascarenas in his office at the Banco de Mexico that SAENZ had turned over to the Banco and to him as General Director thereof the handling of the entire matter of delivery of, and payment for, the manuscript, etc. He showed me a check for \$5 000. U. S. which he said he had received from the Foreign Office, to be paid me for the account of ROJAS when ROJAS had succeeded in obtaining another \$5 000. for stock sold in his publishing company, to complete the payment to me of \$10 000. on account of the entire price of the manuscript, \$25 000.

From this date on I had frequent conversations on this general subject and that of my duties in New York in representation of the Banco with MASCARENAS, the mutual understanding being that we were waiting for ROJAS to fulfill his part of the contract, thus leaving me free to return to New York to take up my work there for the Banco.



ON JULY 9th, 1927. MASCARENAS informed me that he was leaving the next night for Hot Springs, Arkansas, and would probably be away for a month. He directed me to await his return to Mexico, which I did. At this time he said that he had obtained General Calles' approval of the contract and that the President was especially desirous of having me do what I could to encourage tourist traffic to Mexico.

Before this date and thereafter, upon the assumption that the contract made with me by Mascarenas as Director General of the Banco de Mexico in behalf of the Banco was in full effect, under the direction of MASCARENAS I performed such service as opportunity offered and which were accepted, including the writing of a article upon the Banco's activities for a special number of a publication entitled Mexican Life; making arrangements for addresses to be made by MASCARENAS at bankers' conventions in the United States (see Exhibits 50 and 51); translating from Spanish into English and arranging for the publication in book form of The Public Documents and Addresses of President Calles (see Exhibit 52); translating of President Calles' address at the opening of the Mexican Congress on September 1st, 1927, etc, etc.

At all times after March 17th, 1927, it was ~~threw~~ thoroughly understood between TELLEZ, MASCARENAS and myself, and the facts clearly prove, that the transaction involving the sale of the manuscript, the negotiations for which were begun in the city of Washington and consummated in the city of Mexico, was a single transaction, involving two phases, the first and the second, the first depending upon the carrying out of the second by the Banco.

The first phase consisted in the transfer of the manuscript to ROJAS, through the mediation of TELLEZ, for a partial payment of \$10 000. upon the price of \$25 000., which was done by me in good faith.

This phase, however, was conditional upon the complying with the second by the Banco, whereby, in lieu of the balance of the purchase price, or \$15 000., I was offered employment by the Banco, through MASCARENAS, as its representative in New York, at a compensation of \$1 000. for twenty months, or \$20 000. I accepted this employment, performed services under it in the United States and in Mexico, for which I was not paid, and until the expiration of the term of employment was ready at all times to fulfill further and fully my part of the agreement.

In other words, I agreed, in combination with TELLEZ, ROJAS, MASCARENAS and the Banco to sell the manuscript and did sell and deliver it, and to give my services to the Banco for twenty months for a total of \$30 000., of which I received only \$10 000., or only \$5 000. more than my original and always-adhered-to price of \$25 000.

ON ~~OCTOBER~~ SEPTEMBER 21st, 1927. I informed MASCARENAS verbally and by letter that it was advisable for me to go to New York and that I should leave Mexico City on October 2nd "unless you have reasons to the contrary." ( see Exhibit 53.)



19  
ON OCTOBER 2nd, 1927. I left Mexico City for New York, commissioned by MASCARENAS to obtain estimates for publishing in book form The Public Documents and Addresses of President Calles and to superintend the printing thereof. My train and Pullman transportation to New York were reserved and paid for by the Banco. (See Exhibit 54.)

Numerous letters and cablegrams exchanged between MASCARENAS and myself and other documents exist in proof of this service.

From MASCARENAS or others I then, or since, received no money excepting to cover the cost of the printing of the above book, which sums I disbursed for the purpose and for no other purpose, and for which I hold vouchers and cancelled checks.

ON NOVEMBER 21st, 1927. I received a letter from MASCARENAS (see Exhibit 55) suggesting that I return to Mexico City, to which I replied (see Exhibit 56) that I should do so after December 15th, providing the Calles book was delivered by the printer before then.

ON DECEMBER 19th, 1927. under subpoena I appeared in Washington before the Senate Committee, which was investigating the publication, origin, etc of certain alleged official documents of the Mexican government, which had been published by the Hearst newspapers. (See Exhibit 57.) My testimony effectively discredited the evidence of the man who had sold the documents, which were provedly falsified, to Hearst and led directly to the collapse of the entire case against the Mexican government which Hearst had attempted to build up on strength of them. In response to the usual questions, I described myself as being in the employ of the Banco de Mexico, which was true. This statement was printed in the newspapers of the United States in connection with my testimony, and so far as my knowledge goes was never publicly or otherwise denied by MASCARENAS or any other representative of the Banco de Mexico.

ON DECEMBER 24th, 1927. I arrived in Mexico City.

ON DECEMBER 25th, 1927, I talked with MASCARENAS, who expressed his satisfaction and thanks with and for my testimony before the Senate Committee in Washington; and also said that President Calles was greatly pleased with it and appreciative of what I had been able to do.

I was in Mexico City from December 24th, 1927, until January 10th, 1928, during which time I had frequent conversations with MASCARENAS. He gave me no indication that our contract was in question or was not in full force. He asked me if it was true that I had described myself as an employe of the Banco before the Senate Committee. When I informed him that it was, he did not demur or question my right to do so or the truth of my statement.

At that time he informed me that he had received a letter from one C. J. Schaer, who was apparently an employe of the Equitable Trust Co. (?) of New York, and in charge of the transactions of the Banco de Mexico with that institution, expressing surprise that the



Banco should designate a representative in New York, without advising or consulting with the Equitable Trust Co. (?) MASCARENAS said to me: "What the hell business is it of his, who we employ? I'll show you what I answered him." He summoned his secretary, FLORES, and directed him to bring him a copy of his letter to Schaer, which he either read to me or showed me. The letter said, in effect, that the Banco did not recognize the right of the Equitable Trust Co. (?) to intervene in the selection of the employees of the Banco.

ON JANUARY 9th, 1928. just prior to returning to Washington, with MASCARENAS' knowledge and consent, to rebut additional testimony derogatory to the Mexican government given before the Senate Committee, I was told by MASCARENAS that our contract was in effect, that I might depend upon him to see that it was carried out by the Banco, that I might leave Mexico City secure in that assurance and that my salary would be paid so soon as he had arranged some necessary details.

ON FEBRUARY 16th, 1928. I received a letter from MASCARENAS, stating that he could obtain no compensation for me from the Banco. (see Exhibit 58.) Among other reasons alleged by him, which he later repeated in a letter to Dr. Ernest Gruening of Portland, Maine (see Exhibit 59), was that my act in describing myself as an employee of the Banco before the Senate Committee had "caused serious trouble in the Board of the Banco" which rendered it impossible for me to be paid. There is no record on the official proceedings of the Board of the Banco at this or at any approximate date to show that the matter in question was before the Board. I was subsequently informed by the then President of the Banco, Lic. Manuel Gomez Morin, that the matter was not then before the Board and that he, as President of the institution and as a member of the Board, had no cognizance of the matter until it was brought to his attention by me, in June, 1929.

ON JULY 3rd, 1928. through GOMEZ MORIN, as President of the Banco, I addressed a letter to the Board, asking for a hearing on the allegation made by MASCARENAS that it was impossible to pay me because my act in describing myself as an employee of the Banco before the Senate Committee had "caused serious trouble in the Board." In order to enable GOMEZ MORIN to endeavor to arrange a settlement or an arbitration, through MASCARENAS, which he was unable to do, this letter was not then delivered to the Board. (see Exhibit 60.)

ON OCTOBER 15th, 1929. I sent the above letter to the Board of the Banco, after I had transmitted it to MASCARENAS (see Exhibit 61) with the request that he place it before the Board, which he failed to do and returned it to me without comment. (see Exhibit 62.)

ON NOVEMBER 4th, 1929. I requested from the Board a reply to the above letter. (see Exhibit 63.)

ON NOVEMBER 30th, 1929. I received a reply from the Board, ignoring my request for a hearing and stating that the Banco was not indebted to me. (see Exhibit 64.)



ON NOVEMBER 10th, 1929, LUIS MONTES DE OCA, then Finance Minister, wrote me in reply to a letter in which I thanked him for his efforts to arrange a settlement with the Banco, that I had nothing for which to thank him, inasmuch as what he had done was "an act of strict justice." (See Exhibit 65.)

ON AUGUST 2nd, 18th, 19th and 30, 1932, at the suggestion of LIC. FERNANDO GONZALEZ ROA, then President of the Banco, I wrote to the Director General, AUGUSTIN RODRIGUEZ, asking for payment. (see Exhibits 66, 67, 68, 69.)

ON AUGUST 12th, 26th and SEPTEMBER 6th, 1932, RODRIGUEZ replied, refusing payment. (see Exhibits 70, 71, 72.)

ON SEPTEMBER 14th, 1932, I wrote ROA, requesting him to propose to the Board that the matter be submitted to a definite arbitration. (see Exhibits 73.)

ON OCTOBER 22nd, 1932, the Board wrote me, refusing to arbitrate and inviting me to take the matter into court. (see Exhibit 74.)

Mexico, D. F., November 21st, 1933.

-----  
Robert H. Murray.



The University Club of Mexico

Paseo de la Reforma 150

Mexico, D. F.

January 8th, 1934,

Personal.

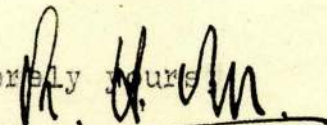
My dear Mr. Torreblanca:

A matter has been brought to my attention which may be of some interest to you, personally.

I shall be glad to give you the details, if you will be good enough to telephone or write me here when it will be convenient for you to receive me.

Believe me,

Very sincerely yours,

  
Robert Hammond Murray.

Hon. Fernando Torreblanca,  
Mexico, D. F.

*Asta media loco*

*Ene 2-67-35*



The University Club of Mexico

Paseo de la Reforma 150

México, D. F.

18  
January 19th, 1934,

Personal.

Hon. Fernando Torreblanca,  
Sub-Secretary of Foreign Relations,  
Mexico, D. F.,

My dear Mr. Torreblanca:

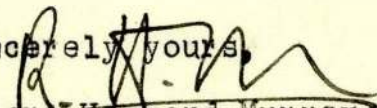
I received after some delay Mr. Madrid's telephone  
message. I have been ill.

If convenient to you, I shall call at 5 p. m. on Tuesday,  
the 23rd.

In the meantime, will you be good enough to look over the  
enclosed? I shall explain their significance when I see you.

Believe me,

Very sincerely yours,

  
Robert Hammond Murray.



TRADUCCION.

19

Hon. Fernando Torreblanca,  
Subsecretario de Relaciones Exteriores.  
México, D. F.

Mi querido Señor Torreblanca:

Recibí con algún retardo el telefonema del Sr. Madrid. He estado enfermo.

Si usted no tiene inconveniente lo iré a ver a las 5 p. m. el martes 23 del actual.

Al mismo tiempo ¿tendrá usted la amabilidad de dar una hojeada a los anexos que le acompaño? Cuando lo vea a usted le daré una explicación de ellos.

Créame usted

Su afectísimo atento servidor,

(firmado) Robert Hammond Murray.



The University Club of Mexico

Paseo de la Reforma 150

México, D. F.

10  
January 25th, 1934,

Hon. Fernando Torreblanca,  
Sub-Secretary of Foreign Relations,  
Mexico, D. F.,

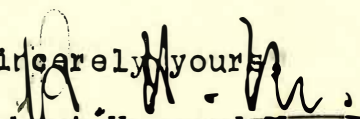
My dear Sir:

In accordance with your suggestion of yesterday, I today  
saw Ambassador Gonzalez Roa.

We discussed the status of the Lamont matter very fully.  
Ambassádor Gonzalez Roa informed me that he intended to return to  
Washington in a few days, and that upon his arrival he would  
take opportunity to exchange impressions on the subject with the  
gentleman referred to in the notes which I gave you several days  
ago.

Believe me,

Very sincerely yours

  
Robert Hammond Murray.



21  
The University Club of Mexico

Paseo de la Reforma 150

México, D. F.

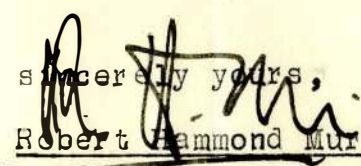
March 8th, 1934,

My dear Mr. Torreblanco:

For your information I am enclosing a copy of  
a letter which I am today sending to the Hon. Fernando  
Gonzalez Roa, Ambassador of the United States of  
Mexico in Washington.

Believe me,

Very sincerely yours,

  
Robert Hammond Murray.

Hon. Fernando Torreblanco,  
Mexico, D. F.



28  
March 8th, 1934,

My dear Mr. Ambassador:

Since communicating with you last on the question of the funds in the hands of the Lamont Committee, I have submitted to my attorney in New York a hypothetical question, involving my ideas of procedure for the purpose of their recovery; but, of course, without identifying the parties at interest.

You will be interested, I am sure, to know that I have just received his opinion; and that it confirms without reserve the legal soundness of my thesis, and the possibility of the government repossessing itself of the funds in question, through the means which I have in mind.

With regards and good wishes, believe me,

Very sincerely yours,

Robert Hammond Murray.

Hon. Fernando Gonzalez Roa,  
Ambassador, etc,  
Washington, D. C.



23  
April 1, 1933

Age - 54 years.

Graduate - University of Wisconsin, B. A. and LLB.

Phi Beta Kappa.

State's Attorney in Wisconsin for four years.

National Committeeman for the Democratic Party of Wisconsin for six years 1912-1918

Western Manager in the Pre-Convention campaign and in the general election to elect Woodrow Wilson President in 1912.

Secretary of the Democratic National Committee for six years 1912- 1918.

Commissioner of Corporations of the United States for two years 1912-1914.

Chairman of the Federal Trade Commission of the United States for four years 1914- 1918.

Author of "Trust Laws and Unfair Competition" and numerous other reports and treatises.

Candidate for the United States Senate in Wisconsin 1918 - defeated by the narrowest margin - polled largest Democratic vote in the history of the state in 1918.

1918 - 1933 engaged in the practice of law in the City of Washington.

Member of the Bar Association of the State of Wisconsin, District of Columbia, and of the United States.

Counsel at different times for the following interests:

NATIONAL ASSOCIATIONS AND INTERESTS:

National Wholesale Lumber Association  
National Dairy Products Committee  
Association of Ice Cream Manufacturers  
Association of Glass Manufacturers  
National Kraft Paper Association  
American Waxed Paper Association  
Institute of Medicine Manufacturers of the United States  
National Coal Association  
Jamison Coal Company  
California Association of Raisin Growers

BANKING HOUSES:

Lehman Brothers, Bankers, New York City, in connection with mergers and in the organization of several corporations.  
Goldman-Sachs and Company, Bankers, New York City, on various matters.  
Bancamerica-Blair, Bankers, New York City  
National Bank of Greece



INTERNATIONAL MATTERS:

Royal Holland Government in connection with claims against the United States for ships - successfully projected thru the Court of Claims.

Counsel for the Government of the United States in the arbitration between the United States and Egypt.

Counsel for Government of Peru in the Taena and Arica controversy before President Coolidge.

Counsel for the Government of Greece in 1922.

DOMESTIC MATTERS:

Counsel for the Nation of the Assiniboine Indians in a claim for \$76,000,000 against the Government of the United States.

Counsel for the Nestle and Anglo-Swiss Condensed Milk Company, Switzerland.

Counsel for the Nestle Food Company, New York

Counsel for the International Ice Cream Company

Counsel for the National Dairy Products Corporation

Counsel for Brooklyn-Manhattan Corporation in certain matters.

Counsel for Edward Hines Lumber Company

Counsel for the taxpayers in the so-called Ford Tax case, involving assessment of \$46,000,000.00 which was successfully defended and resulted in an additional recovery of \$3,600,000.00 in refunds. This case was known as the Couzens-Mellon case.

Counsel for Senator James J. Couzens in the Cochran-Couzens case.

Counsel for Senator James J. Davis in the Lottery Case and hearings before Senate Committee

Counsel for Senator Huey P. Long in the Ansell Libel case.

Counsel for Thomas Leeming and Company

The foregoing is a list of some of the more prominent interests served during the past twenty years. The practice generally has had to do with corporate business matters, mergers, taxation, anti-trust, banking and international law matters.

CLUBS: Metropolitan Club, Washington  
Metropolitan Club, New York City  
Burning Tree Club, Washington  
Chevy Chase Club, Washington  
Ekwanok Country Club, Vermont  
Biltmore Forest Country Club, North Carolina