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has so decreed it, and in witness whereof he signs his name

here. (Signed) Andres Vasavilbaso, District Judge, Mazatlan, this 13th day of December, 1876.

TRANSLATION.

Year 1879 A certified copy of the proceedings to give Mr. B.R. Carman possession of "Bachomobampo" lands, by order of the District Judge.

(A Seal. "District Court of the State of Sinaloa.")

In the proceedings, before this Court, by Don Blas Ibarra and Mr. Benjamin R. Carman about the Bachomobampo lands, (in this district), the Judge has rendered the following decision:

"Mazatlan, this 8th day of August, 1876.-

Decreed and signed by me (Signed) Vasavilbaso, District Judge, Mazatlan, Secretary. And the same is translated to you for your compliance with; and you are to give the same to the parties referred to in his decision of August 8th of this year.

Two communications, from the Department of Fomento, have been received, dated the 12th of April, 1876, in which that Department informs the undersigned District Judge that the President of the Republic has approved the adjudication of the "demasias" (excedents) of the Bachomobampo lands, lying within the jurisdiction of El Fuerte District in this State, which this Court decreed in favor of Don Blas Ibarra and Mr. Benjamin R. Carman, the deeds, or title of ownership having been issued to the former for an area of two thousand two hundred and seventy-eight 14/100 hectares; and to the latter, for two ^{thousand four} hundred and ninety-six hectares, and thirty acres 58/100 in virtue of said lands having been fractioned, as per order of October 13th of last year. Having said communications duly filed, and the receipt of the same be duly acknowledged. And as soon as the above mentioned parties have justified their having made the payment of their respective portions of land at the Jefatura de Hacienda, as well as the value of the stamps adhered to their titles, let said titles be handed over to them, and let possession of the said lands be given them, as required by the above mentioned communications. Citizen Andres Vasavilbaso, the District Judge for the District of Sinaloa

has so decreed it, and in witness whereof he signs his name here. (Signed) Andrea Vasavilbaso. (signed) Francisco Medina, Secretary, Mazatlan, this 13th day of December, 1876.

Decreed and signed by me, Felipe Madariaga, Judge of the First Instance, for the El Fuerte District.

The undersigned District Judge hereby orders that a communication be sent to the Judge of the First Instance of the Fuerts District, in order that as an auxiliary of the Federal Justice he proceeds to put in possession of the lands the parties referred to in his decision of August 9th of this year.

Decreed and signed by my (Signed Vasavilbaso. (Signed) Francisco Medina, Secretary. And the same is transcribed to you for your compliance with; and you are hereby instructed that, as soon as you have completed the necessary proceedings, you send them to this Court, original, to have them duly filed.

Independence and Liberty, Mazatlan, this 22nd day of December, 1876.

(Signed) Andres Vasavilbaso, District Judge.

To the Citizen, Judge of the First Instance, for the El Fuerte District.

(A 50 ct. stamp, duly cancelled). (A Seal: Court of the First Instance of El Fuerte District.) Fuerte, May the 7th, 1877.

Attest: The above communication has been received, at 4 P.M., this day.

Fuerte, this 8th day of May, 1877. The communication from the District Judge is hereby acknowledged to have been received; and in pursuance to his decree of December 13th, 1876, I shall proceed to the Bachomobampo lands ~~in~~ in order to comply with the decision of August the 9th of last year. And I hereby appoint the 16th day of this month to give the possession of the lands as decreed.

Let Don Blas Ibarra be notified of the same; let the owners of the adjacent lands be ordered to be present; and, when all the proceedings are finished and complete, let them be forwarded to the Citizen District Judge.

Decreed and signed by me, Felipe Madariaga, Judge of the First Instance, for the El Fuerte District.

Signed. J.C. Rojo, Secretary.

Senor Don Blas Ibarra, being duly notified of the above decision said: That he hears it and hereby acknowledges to have been notified of the same, and, as his sickly condition prevents him from attending in person he will authorize in due form a person to represent him by proxy. And he signed:

Blas Ibarra. J.C. Rojo, Secretary.

On the same date, orders were issued to the owners of the adjacent lands. Attest: Rojo.

At the place called Machomobampo, this 16th day of May, 1877, being present Citizen Felipe Madariaga, Judge of the First Instance of the District to which this land belongs, his Secretary Jose C. Rojo, and the witnesses Federico G. Fitch and Francisco Vega: Senor Edurdo Felix, as the representative of the interested parties, Don Blas Ibarra and Mr. Benjamin R. Carman, duly provided with a power of attorney (which original is annexed) with the purpose of giving said Ibarra and Carman the possession decreed on the 18th of this present month; and some other persons being also present; I proceeded to the places known as Mapau and Baviri and made the following declaration:

In the name of the Supreme Powers of the Nation and of the State, I hereby give perpetual and irrevocable possession of the demasias (excedents) of these lands, to Senor Blas Ibarra and Mr. Benjamin R. Carman; said excedents (demasias) being, for the former, 1268 hectares 66 14/100 acres; and for the latter 2497 hectares, 30 48/100 acres,

the boundaries of said demasias, being, on the N., the Bachomobampo; on the W. and S. the sea; and on the E, the Mochis lands and the Oguira, vacant to this date as it appears, as nobody has shown titles thereto." And having repeated thrice the foregoing declaration, inviting any person who might consider himself, or herself, injured in his or her interests, by this declaration of possession, to show his or her rights; and all those present having answered "The possession is good," I, therefore, and without injury to third parties who may prove to have better right to these lands, by this present declaration, do put in full possession of said lands the above named Ibarra and Carman; and do ordain that nobody may oppose to their peaceably and quietly holding said lands, and, on the contrary, to give them aid and help to hold said lands against encroachers. And no circumstance worth remarking having occurred, the present minute of proceedings was written and signed.

(Signed) F. Madariaga, Eduardo Felix, Blas Gaxiola. Frederico F. Fitch, Francisco F. y Frasca. Jose C. Rojo, Secretary.

NOTA BENE: The other persons present, not knowing how to write, could not sign.

On the same date, the above minute of proceedings was sent to the District Court of this State.

Rojo (a stamp of 50 cts., duly cancelled).

Puerto, May 10th, 1877. To Mr. Eduardo Felix Batebe.
My dear Sir:- You are hereby fully empowered by me, to, in my behalf and in behalf of Dr. B.R. Carman, attend to the act of being given possession, by the Judge of the First Instance, of the lands which were adjudicated to us, at Bachomobampo, as you will see by the order addressed to that Judge by the District Judge of the State, bearing the date of Dec. 22nd, 1876.

Please find enclosed a letter addressed to me by Dr. Carman, in which he fully empowers me to take possession of his lands, in his behalf. But as I am ill, and am unable to ride on horseback, this letter is ~~given~~ to give you full power to attend in our place and stead.

Yours truly,

Blas Ibarra.

(a Seal: "Court of the First Instance of the Fuerte District")
I have the honor to hand you, herein, the original proceedings in compliance with your order of 22nd December last. Please acknowledge receipt thereof.

Liberty and Constitution.

Bachomobampo, May 16th, 1877.

(Signed) F. Madariaga.

To the Citizen Judge of District, for the State of Sinaloa, Mazatlan.

And the foregoing are faithful copies, taken from the original papers, filed at this District Court, which are furnished on petition of Dr. Benjamin R. Carman, Mazatlan, January 27th, 1877.

(Signed) And Vasilbosa.

(Signed) Pompeyo F. Pelaez, Secretary.

(A 50 ct. stamp duly cancelled, and sealed "District Court for the State of Sinaloa.")

Aug. 8. 1876.

"Bochovovamps"
"Demasias" called El Mapan.

to
Blas Ibarra
&
Benjamin R. Carman

(Translation)

Proceedings to give
Benjamin R. Carman
possession of El Mapan
And Blas Ibarra
possession of El
Mapan (Wegh)

Yours truly,

Will power to attend in our place and stead.

to ride on horseback, this letter is given to give you
of his lands, in his behalf. But as I am ill, and am unable

Carman, in which he fully empowers me to take possession

Please find enclosed a letter addressed to me by Dr.

Court for the State of Sinaloa.")

(A 50 ct. stamp duly cancelled, and sealed "District

(Signed) Pompeyo F. Pelaez, Secretary.

(Signed) And Vasalloza.

Jan, January 23rd, 1877.

are furnished on petition of Dr. Benjamin R. Carman, Mexist-
the original papers, filed at this District Court, which

AND THE FOREGOING ARE REPRODUCED FROM

the District Judge of Sinaloa,
State of Sinaloa,

Liberty and Justice for all.

Please acknowledge receipt thereof
I hereby certify that the above proceedings

(a Seal: "Court of the First Instance of the District of Sinaloa")

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STATE OF NEW YORK,)
COUNTY OF NEW YORK.) ss

A. K. Owen being duly sworn, says:-

I am the same person named in B. R. Carman's letter dated New London, November 29th, 1881 hereto attached.

Dr. Carman in this letter and in his letter dated Fuerte, State of Sinaloa, April 28, 1881 stated the interests of Owen, Fitch and himself to be 23-1/4% of the whole, but the facts are that he did put in trust with George W. Simmons 30-3/8% of the whole to be disposed of as Owen, Carman and Fitch should advise. Dr. Carman had many details to fix when at Fuerte and he had changed his proportions of Mochis land interests many times and had forgotten what he had finally settled upon. The statements of Retes, Blas Yarra, Fitch, Col. Wm. K. Rogers, Antonio Castelum and others unite to make this plain. The interest of Fred. G. Fitch was settled at 5-3/8% and paid for in cash by myself and John H. Rice, in the interests of the Colonists that I was settling upon the Mochis at the time, and there remains to the Carman and Owen interests 25% of the Mochis lands, all of which have been bought and are still held by Louise B. Owen.

Mazatlán ⁵⁰ Febrero ⁵⁰ 15 de 1881

Stamps
Carlos S. Reyes
Cincuenta Centavos

Mazatlán, Febrero 15 de 1881.

Señor Dr. B. R. Carman,

Presente.

Muy Señor mío:-

Por la presente hago constar para los usos que á Ud. convengan:-

Que cedo á la Asociación de los Señores Blas Ybarra, Mr. Owen, Mr. Fitch y de Ud. puramente, el derecho que me conceda el Juez de Distrito, en el denunció que con fecha cuatro del presente més y año hice en Sociedad con Victor Escalante, Casinizo Morales, Eudoro Estrella, Emigdio Leiba, Feliciano Soto, Paz Armenta, Salomé Soto y Arcadio Ruiz, de los terrenos conocidos de los "Mochis" ubicados en este Distrito, en la Directoria de Ahome, é igualmente todo el derecho que tengo comprado á mis indicados Socios, siempre que dicha Sociedad de que Ud. forma parte, me indemnice en pro-rata los gastos que tengo erogados y los que tenga que hacer en mi viaje de ida y vuelta á Mazatlán y siempre que se me respete la posesión de dos ó tres derechos para que me sirvan de cange con los Señores Becerra Hermanos por mi parte y la de mi Sr. hermano Don Adolfo en las mismas Piedras Verdes, que denunciaron sus dependientes y para cancelar el derecho que bajo mi nombre represento en el denunció citado. Tambien advierto á Ud. que ya tengo comprados todos los derechos que representan y pueden adquirir mis Socios indicados en el referido denunció y que los documentos obran en mi poder.

Para más aclaración y que no haya cuestión en esta, mi obligación, le manifiesto:- Que en llegando al Fuerte con el referido denunció admitido por el Juez de Distrito, tendrá la Sociedad en que Ud. toma parte, que pagarme todos los gastos erogados como dejo y yo venderles Judicial ó extrajudicialmente los derechos dichos, teniendo la Compañía de

Francisco Soto

Ud. que hacer los gastos que para ello se requieran, y para mi obligación de lo expuesto como la de mis herederos, firmo la presente con la estampilla correspondiente y mando que estos cumplan con esta mi disposición en caso de que fallezca.

De Ud. atento y S. S.

Carlos S. Retes,

Testigo.

Testigo.

F. García.

Wm. L. Zuber.

We certify the foregoing to be a true, literal copy of an original paper in Spanish in custody of Zera Snow, attorney for the Carman heirs; copy taken June 4th, 1902.

Zera Snow.

Residing at Portland, Oregon.

Mabel T. Asbe.

Residing at Portlan, Oregon.

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Cartas y Documentos y Declaraciones,
 de las principales personas que han tenido que
 hacer, mas o menos directamente, con los terrenos
 de Topolobampo y "Los Mochis", en Sinaloa, Re-
 pública Mexicana, desde el primer anuncio de
 dichos terrenos hasta el presente; cuyos documen-
 tos todos tienden á probar que Alberto Kinsey
 Owen era socio del Dr. Benjamin R. Carman
 y de Don Blas Ibarra, y que el Poder que dichos
 señores le otorgaron, en 1875., tiene aparejado un
 interés en los terrenos de Topolobampo, lo cual fué
 confirmado en su Contrato de venta, de 1881; y
 que el Sr. Owen ha ocupado los terrenos de Topo-
 lobampo, y ha tenido completo y absoluto dominio
 en dichos terrenos, hasta para su venta, desde
 que fueron denunciados por el Dr. Benjamin R.
 Carman y Don Blas Ibarra.

Benjamin R. Carman en una carta fechada en Mazatlan el dia
 25 de Agosto de 1872, decia á A. K. Owen:-

"Como está Ud. en vísperas de partir para continuar sus re-
 conocimientos de las diversas líneas y averiguar los recursos
 del país, permítame que le exprese mi agradecimiento por el in-
 terés que ha demostrado Ud. en el puerto que le he recomendado".

.....

"Y deseando á Ud. buen viaje y que realice todas sus espe-
 ranzas descubriendo una buena línea para un ferrocarril que lle-
 gue á nuestra Costa, quedo de Ud. afmo. amigo.

B. R. Carman.

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Federico G. Fitch, en una carta fechada en Mazatlan el dia
 23 de Octubre de 1882 escribia á Alberto K. Owen lo siguiente:

"Carman está muy complacido con la carta de Ud., así como
 con su Informe, y con el entusiasmo que revela. Juzgamos de tan
 grande interés la compra de las tierras en la Playa Norte de la
 Bahía, y la faja de dos leguas de anchura entre Mapam y Mochicagu,
 que inmediatamente despachamos un mozo (el mismo que me habia acom-
 pañado) con cartas recomendando con la ma or urgencia y á todo
 trance, el asegurar las tierras que Ud. recomienda. Es evidente
 que el mozo ya entregó las cartas al Sr. D. Miguel Careaga, á no
 ser que este Señor haya ido á Alamos, en cuyo caso, el mozo tie-
 ne orden para ir allá, á encontrarle, si fuere necesario."

Cartas y Documentos y Declaraciones, de las principales personas que han tenido que hacer, mas ó menos directamente, con los terrenos de Topolobampo y "Los Mochis", en Sinaloa, República Mexicana, desde el primer denuncia de dichos terrenos hasta el presente; cuyos documentos todos tienden á probar que Alberto Kimsey Owen era socio del Dr. Benjamin R. Carman y de Don Blas Ibarra, y que el Poder que dichos Señores le otorgaron, en 1875, tiene aparejado un interes en los terrenos de Topolobampo, lo cual fué confirmado en su contrato de venta de 1881; y que el Sr. Owen ha ocupado los terrenos de Topolobampo, y ha tenido completo y absoluto dominio en dichos terrenos, hasta ^{para} ~~que~~ su venta, desde que fueron denunciados por el Doctor Benjamin R. Carman y Don Blas Ibarra.

Benjamin R Carman en una carta fechada en Mazatlan el dia 25 de Agosto de 1872, decia á A.K.Owen:

"Como está Vd. en vísperas de partir para continuar sus reconocimientos de las diversas líneas y averiguar los recursos del pais, permítame que le exprese mi agradecimiento por el intres que ha demostrado Vd. en el puerto que le he recomendado."

.....
"I deseando á Vd. un buen viaje y que realice todas sus esperanzas descubriendo una buena línea para un ferrocarril que lleve á nuestra costa, quedo de Vd. afmo. amigo.

B.R.Carman.

Federico G Fitch, en una carta fechada en Mazatlan el dia 23 de Octubre de 1872 escribia á Alberto K Owen lo siguiente:

"Carman está muy complacido con la carta de Vd. así como con su informe, y con el entusiasmo que revela. Juzgamos tan de gran intres la compra de las tierras en la Playa Norte de la bahia, y la faja de dos leguas de anchura entre Mapau y Mochicahui que inmediatamente despachamos un mozo(el mismo que me habia acompañado) con cartas recomendando con la mayor urgencia y á todo trance, el asegurar las tierras que Vd. recomienda. Es evidente que el mozo ya entregó las cartas al Señor Don Miguel Careaga, á no ser que este Señor haya h ido á Alamos, en cuyo caso, el mozo tiene órden para ir allá, á encontrarle, si fuere necesario".

vs
dep

TRIPPLICATE, AUTHORIZED BY B.R. CARMAN
and
SIGNED BY Dr. CARMAN, WHO HELD A FULL POWER OF
ATTORNEY
FROM BLAS IBARRA TO EXECUTE THE SAME.

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SALE OF THE LANDS OF THE CITY- SITE AT TOPOLOBAMPO.
Junio 28th 1883.

*Poder otorgado por Blas Ibarra
al Dr. B. R. Carman, Mayo 24/873*

This instrument witnesseth that Benjamin R Carman and Elizabeth Watrons Carman, his wife, of Philadelphia, in the State of Pennsylvania, in the United States of America, Blas Ibarra and Zenaida V de Ibarra his wife, of Fuerte, and Miguel Careaga and

his wife, of Mazatlan, in the State of Sinaloa, in the United States of Mexico, and José Maria Becerra and

his wife, of Tapuri, in the State of Chihuahua, in the United States of Mexico, parties of the first part, in consideration of the sum of one dollar(\$1) to them in hand paid, and for certain other valuable and sufficient considerations, the receipt whereof is hereby acknowledged, do hereby bargain, sell and convey in fee simple to William Windom of Winona in the State of Minnesota, party of the second part, his successors in trust and his and their assigns forever, the following described lands situated on the north shore of Topolobampo Harbor in the Gulf of California in the State of Sinaloa in the Republic of Mexico, being a tract of land bounded by a line beginning at the south east corner of the Bachomobampo Ranch and running thence along the eastern boundary of said Ranch on the division line between the said Ranch and the tract of land known as Terrenos de los Mochis, north 26° west, magnetic, four thousand eight hundred and eighty four and one-third (4884 $\frac{1}{3}$) yards to a mohonera on said division line; thence south 64° west magnetic thirteen thousand seven hundred and forty seven and one sixth (1347 $\frac{1}{6}$) yards to a mohonera in said Bachomobampo Ranch; thence at right angles to said last described line south 26° east magnetic, four thousand eight hundred and eighty four and one-third (4884 $\frac{1}{3}$) yards to a mohonera; thence continuing in same direction to the point of intersection with the shore line of denouncement on the northern shore of said harbor; thence along said denouncement line to the intersection of the same with the western boundary line of said Mochis tract; thence along said western boundary line to the place of beginning.

Excepting nevertheless from said premises the part of the Ranch del Bateve extending into the same-said premises herein conveyed being estimated to contain twenty two (22) square miles of land,

and if upon accurate and final survey of the same, as contemplated in the agreement made in the City of Boston, in the State of Massachusetts, on the nineteenth day of May in the year eighteen hundred and eighty two, a copy of which is hereinafter inserted and made part of this instrument, the said premises are found to contain more than twenty two (22) square miles, the excess is also hereby excepted and shall be measured as a strip bounded by parallel lines along the entire northern boundary of said premises; and if found to contain less than twenty two, (22) square miles the deficit shall be made good by the requisite addition of land from the said Bachomobampo Ranch, also measured as a strip bounded by parallel lines along the said northern boundary of said premises herein conveyed.

To have and to hold the said herein above described lands, together with all the hereditaments and appurtenances, rights and privileges thereunto appertaining to the said party of the second part in fee simple, his successors in trust and his and their assigns forever.

And the said Benjamin R Garman, Blas Ibarra, Miguel Careaga, and José Maria Becerra, for themselves, their heirs and legal representatives, hereby covenant with said party of the second part that said parties of the first part have good right to convey the said premises in manner and form as aforesaid; that the same are free from encumbrance, except a certain mortgage of the interest of said Benjamin R Garman in one square league and a half of land comprised in said premises, made by said Benjamin R Garman to Adolpho Bartning on the sixth (6th) day of December in the year one thousand eight hundred and seventy six (1876) to secure the payment of the note of hand of said Benjamin R Garman to said mortgagee for one thousand dollars (\$1,000) due three years from the date of said note with interest at the rate of one per cent per month until paid, which said encumbrance said Benjamin R Garman hereby agrees to remove; and that they will warrant and defend the said premises herein conveyed in the quiet and peaceable possession of said party of the second part, his successors in trust and his and their assigns, against all persons lawfully claiming the whole or any part thereof; and that if

for want of conformity to the laws of the State of Sinaloa or to the established usage therein, or for any other reason the sufficiency of this instrument of conveyance in form or substance for the purposes intended, is brought in question, said parties covenanting herein, will, on demand of said party of the second part, execute all and singular such other and further instrument and instruments of conveyance as may be requisite to vest in said party of the second part a complete, absolute and perfect title to said premises; the said Elizabeth Watrous Carman, wife of said Benjamin R Carman, and the said Zenaida V de Ibarra wife of the said Blas Ibarra, and the said _____ wife of the said Miguel Careaga, and the said _____ wife of the said José M. Beerra hereby relinquishing all their marital rights in said promises; said conveyance, herein above set forth, being made nevertheless in trust only for the following declared trust, to wit:

Whereas at the City of Boston on the nineteenth (19th) day of May in the year A.D., one thousand eight hundred and eighty two (1882) a certain agreement in writing was made and entered into, a copy of which is as follows, to wit:

THIS INSTRUMENT, made this nineteenth day of May 1882, at the City of Boston in the State of Massachusetts in the United States of America by and between Benj R Carman, of the City of Mazatlan, and Blas Ybarra of the City of Fuerte, in the State of Sinaloa, in the Republic of Mexico, by Albert K Owen, of the City of Chester, in the State of Pennsylvania in the United States of America, their Attorney in fact, and the said Albert K Owen, parties of the first part, and the Texas, Topolobampo and Pacific Railroad and Telegraph Company, parties of the second part.

WIDNESSETH:

That Whereas on the 29th day of June, in the year 1875, at the City of Mazatlan, afore said, said Benjamin R. Carman and said Blas Ybarra, executed and delivered to said Albert K Owen their certain power of Attorney, authorizing said Albert K Owen to bargain, sell and convey the undivided three-fourth (3/4) of all that certain tract of land known and described as the site of Carman City, containing about twenty eight (28) square miles, situated on the North side of the inner bay of Topo

lobampo Harbor, on the Gulf of California (known as San Carlos or O-huira) in the State of Sinaloa, in the Republic of Mexico, which said instrument was duly filed for record in the archives of the City of Fuerte, aforesaid, the said power of Attorney being coupled with an interest vested in the said Albert K Owen in the said property therein described.

And whereas, by virtue of the authority conferred by said power of attorney, the said Albert K Owen on the 20th day of January 1881. at the City of Boston, aforesaid, entered into an agreement in writing with the subscribers to the fund for the expenses to be incurred in the matter of the application for the concession of certain franchises by the Government of Mexico for the construction of a Railroad from the Rio Grande on the western boundary of Texas, to said Tobolovampo Harbor, on the Gulf of California, by the terms of which said agreement, the said Albert K. Owen for said Benjamin R. Garman and said Blas Ybarra and for himself, agreed upon the payment of \$25,000.00 cash and the delivery of one fifth of the capital stock of the Company to be thereafter incorporated and organized for the construction of said railroad, to convey to said Company 11 eleven square miles, (7040 acres) of land, part of the said undivided three fourths of said tract of land, situated at said Tobolovampo Harbor, and known as the proposed site of "Carmen City" the proposed western terminus of the said railroad, provided the said payment and the delivery of said stock should be made within sixty days from the organization of said Company.

And whereas thereafter, the said Albert K. Owen for the said Benjamin R. Garman and the said Blas Ybarra, and himself, by his written instrument of agreement executed at Boston aforesaid on the fifth day of March 1881, again agreed in consideration of the payment of the sum of \$25,000.00 together with the one fifth part of the capital stock of said Company, full paid and unassessable, within ninety (90) days from the date of the grant of the said concession herein before mentioned, to convey to the said Company the said seven thousand and forty acres of land (7040).

And whereas the time for said payment and said delivery of said stock has expired, the said Company for the construction of said railroad having been duly incorporated and organized under the laws

of the state of Massachusetts on the eighth day of March 1881, under the corporate name and style of the "Texas Topolovampo and Pacific Railroad and Telegraph Co.", and the said concession having been duly granted to said Company on the thirteenth day of June 1881, and all the obligations of said agreements having ceased by limitation of time, in accordance with the terms thereof, and the same, together with all and singular every agreement, obligation and understanding of whatsoever description incident thereto, are null and void and no longer of binding force or effect whatsoever in any respect upon the parties thereto.

Now it is hereby agreed by and between the parties of the first and second parts aforesaid, as follows :- viz.

The said parties of the first part the owners in fee simple as tenants in common of the lands herein before described, agree to survey, lay out and plat on the north shore of the said Topolovampo Harbor 22 square miles of land, including the said seven thousand and forty acres (7040), in blocks and lots, reservations, parks, walks streets, avenues, and wharves according to a plan acceptable to said parties of the second part. the same to be the site of the city at the western terminus of the said railroad and to convey in fee simple by deed of general warranty with the covenants of perfect title the equal one half of all the lands comprised in said survey of said city site, viz :- the equal one half of the said 22 square miles of land to said part of the second part; excepting nevertheless from said conveyance, all and singular, the reservations for Municipal purposes, including all parks areas, walks, streets, avenues, and wharves, as shown and designated on the plat of said survey; the said lands so as aforesaid to be conveyed, to be described in said conveyance by alternate blocks as designated on said plat, and chosen by the said part of the second part, and all said reservations, parks, areas, walks streets, avenues and wharves, designated on said plat to be, by the said parties of the first part dedicated for public uses for ever to the corporate authorities of said city immediately after the incorporation thereof -- the said survey, (provided the requisite ~~x~~ means for the payment of the expenses are advanced as herein after agreed by the said part of the second part) to be

begun within sixty days from the date of this instrument, and together with the plat thereof, to be completed within ninety days from the time of beginning, and said conveyance to be made forthwith, upon the selection and designation as aforesaid of said alternate blocks, and the tender of a deed for the same in due form by said parties of the second part for execution and delivery by said parties of the first part.

And in consideration of the premises it is agreed by the party of the second part:-

1. To locate and establish the western terminus of the main line of said railroad and telegraph, at and on the said city site.

2. To advance the money required for the reasonable outly and expenses of said survey, and the plat thereof, and of said conveyance and dedication, such advances not to exceed fifteen hundred dollars.

3. And on demand and the execution and delivery of said conveyance to transfer, assign and deliver to said parties of the first part, one fifth of the capital stock of said Company, full-paid, and unassessable, together with the obligation of the said party of the second part for the payment of the sum of \$25,000.00 with interest at 6% per annum from the date thereof, on the unpaid balance of the same out of the moneys first realized, from the sale of said lands, the said obligation to be secured by mortgage of said lands so as aforesaid to be conveyed, or by other security to the satisfaction of said parties of the first part.

4. And whereas the corporate right of said party of the second part to acquire lands for other purposes than for the requirements of said Company as specified in the terms of said concession by the Government of Mexico, is in question, it is further agreed by the said party of the second part to apply to said Government, for the enlargement of the terms of said concession to include the grant of the requisite franchise and authority to purchase said lands.

5. And finally:whereas it is proposed by said parties of the first and second parts, to form an association duly incorporated and organized,

for the purchase, management and disposal of lands in the Republic of Mexico, including the property embraced in said conveyance, it is hereby mutually agreed by and between said parties of the first and second parts respectively to convey to said association as soon as practicable after the incorporation and organization of the same, the respective interests of said parties of the first and second parts, in said entire tract of land, which shall be free of all incumbrances, to wit: the said twenty two square miles of land, surveyed and plat-
 ted for said town site, as herein above set forth-said parties of the first and second parts to be entitled respectively to share in the capital stock of said association, equally share and share alike, as the consideration and purchase money to be paid by said association to said parties of the first and second parts respectively for said conveyances.

In testimony whereof the said parties of the first part have subscribed their names and affixed their seals to this instrument, and the said party of the second part has caused the same to be signed by its President, and its corporate seal to be affixed attested by its Clerk, at the City of Boston at the date first above written.

Benjamin R Carman (Seal)

by A.K.Owen, Atty. in fact

Elas Ybarra, (Seal)

by A.K.Owen, Atty. in fact.

A.K.Owen (Seal)

Approved:

B.R.Carman. (Seal)

Elas Ybarra, (Seal)

by B.R.Carman, Atty. in fact.

(Seal) The Texas, Topolobampo & Pacific R.R. & Tel. Co.

by Frederick O. Prince
 President.

Attest.

F.E. Goodrich.

Clerk.

The foregoing agreement is hereby approved and the President of the Texas, Topolobampo & Pacific Railroad & Telegraph Company

is hereby authorized to execute the same in behalf of the said Company by his official signature, together with the corporate seal of the Company attested by its Clerk.

William Windom.

May 17th, 1882.

John H Rice. Executive Com.

Ernest W Cushing.

Now in consideration of the premises, I, William Windom, grantee as aforesaid, do hereby declare that I take and hold all the said tract of land herein above described in trust for the convenient and faithful execution of the purposes of said agreement with respect to the obligations and duties of said parties of the first part thereto ; the same to be by me as trustee as aforesaid executed discharged and performed for and in behalf of said parties of the first part according to the terms and conditions of the said agreement with reference thereto.

And whereas by the terms of said agreement it is proposed by said parties of the first and second parts thereto, to form an association duly incorporated and organized for the purpose of the management purchase and disposal of lands in the Republic of Mexico including the property embraced in this conveyance, and it is mutually agreed by and between said parties of the first and second part to said agreement respectively, to convey free from all encumbrance to said association, as soon as practicable after the incorporation and organization of the same the respective interests of the said parties of the first and second parts thereto in said entire tract of land, to wit :- the said twenty two (22) square miles of land after the survey and platting of the same as the site of the city at the western terminus of said railroad, as herein above in said agreement set forth, excepting nevertheless from said conveyance, all and singular the reservations for municipal purposes, including all parks, areas, walks, streets, avenues, and wharves, as shown and designated on the plat of said survey of said city site, the same to be by said parties of the first part to said agreement dedicated to public uses for ever to the corporate authorities of said

city immediately after the incorporation thereof.

Now, said parties of the first part to this instrument upon condition of like consent by said party of the second part to said agreement— the said, The Texas, Topolobampo & Pacific Railroad & Telegraph Co— hereby consent that said exception shall be cancelled and annulled, and that, without restriction by reason of the same, all and singular the interests of said parties of the first part hereto in said entire city site, to wit :- the said entire twenty two(22) square miles of land shall be conveyed by said trustee to said association when incorporated as aforesaid.

And said parties of the first part to this instrument hereby further consent that in the event of any difference of opinion at any time between said parties of the first part, grantors herein, and the said trustee upon the interpretation of construction of said agreement, or with respect to any matter of fact or law relating thereto, or concerning or in any wise incident to the execution by said trustee of the purposes thereof pertaining to the obligations and duties of said parties of the first part here to and the discharge and performance of the same by said trustee for and in behalf of said parties of the first part hereto, every such matter of difference shall be referred by said trustee to two referees, one to be selected by said Benjamin R Garman in behalf of said parties of the first part hereto, and one by the party of the second part to said agreement, the said The Texas, Topolobampo & Pacific Railroad & Telegraph Company; and, in the event of disagreement, a third referee to be chosen by said referees so selected, the determination of said referees, or of a majority of the same, to be final and conclusive with reference to every matter or difference so referred, and the action of said trustee there upon shall be had accordingly.

In testimony whereof the names of said parties of the first part to this instrument are hereunto subscribed and their seals affixed, and the said party of the second part, to signify his acceptance of the trust herein created and declared, has also subscribed his name and affixed his seal; this done in triplicate, in the City of Washington, District of Columbia, United States of Amé-

rica, this twenty eight day of June in the year eighteen hundred and eighty three.

Signed sealed and delivered by

In presence of A.D.Anderson, J Y Knight B R Carman (Seal)

Signed sealed and delivered by

In presence of Mr.F M Rogers-Tracy Waller - Elizabeth Watrous Carman
(Seal)

Signed sealed and delivered by

In presence of A.K.Owen-Camilo Vega - Fredk.G Fitch (Seal)

Signed sealed and delivered by -Rosario B de Fitch (Seal)

In presence of A.K.Owen-Camilo Vega -Blas Ybarra (Seal)

-Zenaida V de Ybarra (Seal)

Signed sealed and delivered by B.R.Carman and(and) william windrous
Bustle in presence of Rob V H Bradford

W.K Rogers

Signed sealed and delivered by -----William Windom (Seal)

In presence of

W.K.Rogers,

Wm.P.Young

United States of America,

District of Columbia--SS.

Personally this day came before me the undersigned, a Notary Public in and for the District of Columbia, in the United States of America, Benjamin R Carman and William Windom, known to me to be the same persons whose said names respectively are signed and seals affixed to the foregoing instrument and acknowledged the signing and sealing of the same by them to be their voluntary act and deed.

Witness my official signature and seal at the City of Washington this twenty eighth day of June in the year of eighteen hundred and eighty three.

United States of America
District of Columbia. S.S.

Personally this day came before me the undersigned, a Notary Public in and for the District of (California) Columbia, in the United States of America, B R Carman, known to me to be the same person whose said name is signed and seal affixed to the foregoing instrument and acknowledged the signing and sealing of the same by him to be his voluntary act and deed.

Witness my official signature and seal at the City of Washington, D.C. this twenty eighth day of June in the year Eighteen hundred and eighty three.

J Y Knight.
(Seal) Notary Public.

State of Connecticut
County of New London. S.S.

New London, July 11th 1883.

Personally appeared Mrs Elizabeth W Carman, signer and sealer of the foregoing instrument and acknowledged the same to be her free act and deed before me.

Tracy Waller.
(Seal) Notary Public.

UNITED STATES OF AMERICA.
Department of State.

To all to whom these presents shall come Greeting:

I Certify that R J Meigs, whose name is subscribed to the paper hereto annexed is now, and was at the time of subscribing the same, Clerk of the Supreme Court of the District of Columbia, duly commissioned, and that full faith and confidence are due to his acts as such.

In testimony Whereof, J. Fredk J Frelinghuysen, Secretary of State of the United States, have hereunto subscribed my name and caused the Seal of the Department of State to be affixed.

Done at the City of Washington this 26 day of November, A.D. 1883, and of the Independence of the United States of America, the one hundred and eighth

(Seal)

Fred^k J Frelinghuysen.

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El infrascrito Enviado Extraordinario y Ministro Plenipotenciario de los Estados Unidos Mexicanos en Washington,

Certifica que la Firma que antecede así como el sello, son respectivamente del Honorable Secretario de Estado de los Estados Unidos de America y del Departamento que es á su cargo.

Washington D.C. Noviembre 28 de 1883.

(Seal)

M. Romero.

Nota.— No se cobraron derechos.

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United States of America
District of Columbia. S.S.

Personally this day came Before me the undersigned, a Notary Public in and for the district of Columbia in the United States of America, William Windom, known to me to be the same person whose said name is signed and seal affixed to the foregoing instrument, and acknowledged the signing and sealing of the same by him, to be his voluntary act and deed.

Witness my official signature and seal, at the City of Washington, this twenty eighth day of June, in the year eighteen hundred and eighty three.

(Seal)

William P. Young.

Notary Public.

Clerk's Office of the Supreme Court of the District of Columbia.

District of Columbia. S.S.

J.R. J Meigs, Clerk of the said Court, do hereby certify, that William P. Young Esq, whose name is subscribed to the certificate of proof or acknowledgment of the annexed instrument, and thereon written, was, at the time of taking such proof or acknowledgment a Notary Public in, and for, the said district, dwelling therein, commissioned, sworn, and duly authorized to take the same. And further that I am well acquainted with the hand writing of said William P. Young, and verily believe that the signature to said certificate of proof or acknowledgment is genuine, and the said instrument is executed and acknowledged, according to the laws of this district.

In testimony whereof, I have hereunto set my name, and affixed the seal of said court, this twenty sixth day of November A.D. 1883.

R.J. Meigs, Clerk.

By J.R. Young,

Assistant Clerk.

UNITED STATES OF AMERICA, DEPARTMENT OF STATE

To all to whom these presents shall come, greeting.

I certify that R. J. Meigs whose name is subscribed to the paper heretoannexed, is known now to be, and was at the time of subscribing the same, Clerk of the Supreme Court of the District of Columbia duly commissioned, and that full faith and confidence are due to his acts as ^{such} (usual).

In witness whereof, I, Fred^k T. Frelinghuysen, Secretary of State of the United States, have hereunto subscribed my name, and caused the seal of the department of State to be affixed.

Done at the city of Washington this twenty sixth day of November- A.D. 1883, and of the Independence of the United States of America, the one hundred and eighth.

(Seal).

Fred^k T. Frelinghuysen

El infrascrito Enviado Extraordinario y Ministro Plenipotenciario de los Estados Unidos Mexicanos, en Washington, certifica, que la firma y sello que anteceden, son respectivamente del honorable Secretario del Estado de los Estados Unidos de America, y del De-

partamento que es á su cargo.

Washington D. C. Noviembre 23 de 1883.

(SEAL)

M. Romero.

Nota. No se cobraron derechos.

New York, October the eighth 1886 .

This is to certify, that within is a true copy of the Original delivered by me this day to Albert K. Owen, at the request of Mr Rice.

Edward M. Hussey.

Clerk.

State of New York)
) s.s.
County of New York)

Albert K. Owen being duly sworn says:

That the accompany-
ing letter, dated Fuerte, November 7th. 1888 by Carlos S. Retes
to George W. Simmons is a translation made by Edward S. Herrera
of Mexico City; that the original letter was in Spanish and
was sent to him (Owen) from Boston, Mass. by George W. Simmons
and it was handed by him (Owen) to lawyer Ramon Obergon, at Mex-
ico City together with 24 other letters and documents in order
to meet the "conspiracy" of Streater, Hoffman and Retes when
they first attempted to break up the Topolobampo Colony, to seize
Los Tastes Ditch and to grab Los Mochis lands, and the said letter
was used by lawyer Obergon before the Courts of Mexico in winning
that case, but it has not yet been returned to him (Owen).

Albert K. Owen,

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Fuerte, Nov. 7th. 1888.

Mr. G.W. Simmons,
Boston, Mass.

My dear Sir,

After many years of not corresponding with you I send you this with two purposes besides presenting my respects to you, your family and your brother James.

Firstly I wish to tell you that the widow of the late Mr. Fitch is very heart broken as a consequence of her isolated condition and of her scanty means, without more friends than her brother in law, Mr. A. Hubbard and myself, and neither this gentleman or I can do anything without your help, and to the effect that the percentage that her dead husband represented in the "Mochis" lands be acknowledged to her. I beg you, who know her share is included in the $80-3/8\%$, to send to her a document for her protection. I request this of you, as it was to you, as representative of the Company, to whom I transferred $80-5/8\%$ of the 100 parts in which the Mochis lands were divided, in as much as I only sold to the Company which you represented 50%, namely 50 alternated lots as is expressed in the X clause of the contract. As there is a difference of $30-3/8\%$ that does not belong to the Company, you, better than any one else know to who it belongs and may give this share to every party. I have told this to Mrs Fitch and she told me that her only hope is in you and that she is pretty sure you will send her a document to show and justify her share (or representation)

My knowledge of the ownership of the remaining 50% which does not belong to the Company is as follows:

Mr. Owen, 10%--Mr. Carman, 10%.

5% for some parties in Mexico and given by me at the time which is now expired.

11-5/8% Mr. Blas Ybarra-- 4% Mr. Leonari Ybarra.

5-3/8% Mr. Fitch-- 4% myself instead of 9%.

As 5% was devoted as a commission to some big party in Mexico, in order to obtain a successful result.

My second purpose is to tell you that as you probably know the parties representing the excess of $30-3/8\%$ that together with the 50% referred to in the contract drawn in your favor, and whereas the 5% which was put apart for some party in Mexico could not be used on account of the Concessions having expired, I beg you to acknowledge to me said 5% as the original and only owner that appears in the excess of $30-3/8\%$.

As the opinion that I formed of you in the short time I knew you and corresponded with you is that of a gentleman of good

#2.

Judgment, honest and just, so I doubt not but that you will acknowledge the justice of my request.

You are also aware that I was the only one that worked to obtain the title from the Mexican Government, and he who surveyed the lands was Mr. Fitch; that it did not cost Mr. Owen to obtain the ten per cent he represents, nor Mr. Carman his ten per cent and therefore you will find in your just conscience the five per cent given by me conditionally, for that party in Mexico who have received nothing ought to return to its original owner.

Mrs. Fitch and I request of you an answer at your earliest convenience.

Yours respectfully,

Carlos S. Retes.

State of New York,) X
 County of New York) s.s...X
 XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

Albert K. Owen, being duly sworn, says;

That he is the Owen mentioned in the above letter and hereinafter referred to; that in the transfer of Los Mochis in 1881 Mr. Retes simply acted as an agent for Ybarra, Owen, Fitch and Carman, and Owen furnished the money by ~~giving~~^{getting} it from his friends and sending it to George W. Simmons to pay for expenses connected with the surveying of Los Mochis. and with our agent Retes in sending the

proper map and papers to Mexico City and there having them stamped and attended to in full form. Retes was, or was about to be the son-in-law of ^{Don} Blas Ybarra, and acted as the agent for us all- for Carman, Ybarra, Fitch and Owen- in this business; i. e., he did the little details of assisting Fitch to get the papers into proper shape and off to the mails for Mexico City, and he saw that the proper payments were made in and around Fuerte to persons who had denounced the lands, and that proper stamps were put on the documents, and that the papers were properly filed, etc.. Retes never assumed that he had been anything else than a ^{paid} ~~key~~ agent in connection with Los Mochis until after Carman, Ybarra and Fitch were dead. He was encouraged to take the stand he did, that he was the owner of these lands other than as an agent. only after Streeter and Hoffman had entered into their conspiracy to destroy the colony and to seize the Ditch and Mochis, until after the motto of the wreckers became "anything and everything to ruin Owen. to break up the Topolobampo Colony and to get possession of the Ditch and Los Mochis!" Retes had nothing to say about to whom the land interests were to go, for if he had why did he give himself such a pittance of only four per cent, while Fitch, Ybarra, Carman and Owen got so much more?

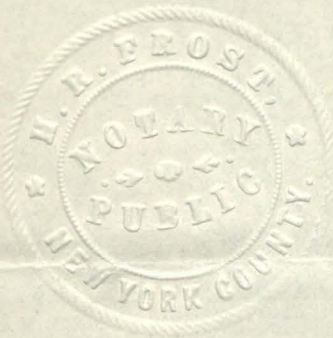
I, H. R. Frost, a notary public duly commissioned and sworn, residing in the City, County and State of New York, do hereby certify that I have carefully examined and compared the foregoing letter with the original translation thereof made by Edward S. Herrera of Mexico City, now in the possession of Albert K. Owen, Esquire, and that said letter is a correct copy of said translation.

In testimony whereof, I have hereunto subscribed my name, and affixed my seal of office this fifth day of September, 1902.

H. R. Frost,

Notary Public, 81,

New York County.



APPENDIX.

A part of an instrument, executed in triplicate, at Washington, D. C., June 28, 1883, which confirms Mr. A. K. Owen's Power of Attorney coupled with interests vested in him in the Topolobampo lands known as "Pacific City Site" and "Saviri":

"Whereas at the city of Boston on the nineteenth (19th) day of May in the year A. D., one thousand eight hundred and eighty two (1882) a certain agreement in writing was made and entered into, a copy of which is as follows, to wit:

THIS INSTRUMENT, made this nineteenth day of May 1882, at the City of Boston in the State of Massachusetts in the United States of America, by and between Benj. R. Carman, of the City of Mazatlan, and Blas Ybarra, of the City of Fuerte, in the State of Sinaloa, in the Republic of Mexico, by Albert K. Owen, of the City of Chester, in the State of Pennsylvania, in the United States of America, their Attorney in fact, and the said Albert K. Owen, parties of the first part, and The Texas, Topolobampo and Pacific Railroad and Telegraph Company, parties of the second *part*

WITNESSETH:

That Whereas on the 29th day of June, in the year 1875, at the City of Mazatlan, aforesaid, said Benjamin R. Carman and said Blas Ybarra, executed and delivered to said Albert K. Owen their certain power of Attorney, authorizing said Albert K. Owen to bargain, sell and convey the undivided three-fourths (3/4) of all that certain tract of land known and described as the site of *#* Carman City containing about twenty eight (28) square miles, situated on the north side of the inner bay of Topolobampo Harbor, on the Gulf of California (known as San Carlos or Ohuira) in the State of Sinaloa, in the Republic of Mexico, which said instrument was duly filed for record in the archives of the City of Fuerte, aforesaid, the said power of Attorney being coupled with an interest vested in the said Albert K. Owen in the said property therein described.

Foot Note.

"Carman City" was changed to "Gonzalez City" and afterwards "Gonzalez City" was changed to Pacific City.

This last name was approved by Mexico March 4, 1890, and so stands. See official map, Pacific City.

And Whereas, by virtue of the authority conferred by said power of Attorney, the said Albert K. Owen on the 20th day of January 1881, at the City of Boston, aforesaid, entered into an agreement in writing with the subscribers to the fund for the expenses to be incurred in the matter of the application for a concession of certain franchises by the Government of Mexico for the construction of a railroad from the Rio Grande, on the western boundary of Texas to said Topolobampo Harbor, on the Gulf of California, by the terms of which said agreement the said Albert K. Owen for said Benjamin R. Carman and said Blas Ybarra and for himself agreed upon the payment of twenty five thousand (25,000) dollars cash, and the delivery of one-fifth (1/5) of the capital stock of the company to be thereafter incorporated and organized for the construc-

tion of said railroad, to convey to said company, eleven (11) square miles (7,040) acres of land, part of the said undivided three-fourths of said tract of land situated at said Topolobampo Harbor, and known as the proposed site of "Carman City", the proposed western terminus of the said railroad, provided said payment and the delivery of said stock should be made within sixty (60) days from the date of the organization of said company.

And Whereas thereafter the said Albert K. Owen for the said Benjamin R. Carman and the said Blas Ybarra, and himself, by his written instrument of agreement, executed at Boston aforesaid, on the 5th day of March 1881, again agreed in consideration of the payment of the sum of twenty five thousand (25,000) dollars, together with the one-fifth (1/5) part of the capital stock of the said company, full paid and unassessable, within ninety (90) days from the date of the grant of the said concession herein before mentioned, to convey to said company the said seven thousand and forty (7,040) acres of land.

And Whereas the time for said payment and said delivery of said stock has expired, (the said company for the construction of said railroad having been duly incorporated, and organized under the laws of the State of Massachusetts on the eight^h day of March 1881, under the corporate name and style of "The Texas, Topolobampo and Pacific Railroad and Telegraph Company" and the said concession having been duly granted to said company on the 13th day of June 1881) and all the obligations of the said agreements have ceased by limitation of time, in accordance with the terms thereof, and the same together with all and singular every agreement, obligation and understanding, of whatsoever description, incident thereto, are null and void, and no longer of binding force or effect in any respect whatsoever upon the parties thereto."

#

In testimony whereof the names of said parties of the first part to this instrument are hereunto subscribed and their seals affixed.

#

Signed sealed and delivered by B. R. Carman (seal)
In presence of A. D. Anderson, I. Y. Knight.

Signed, sealed and delivered by Elizabeth Watrous Carman (seal)
In presence of Wm. F. M. Rogers-Tracy Waller)

Signed, sealed and delivered by Fred. R. Fitch (seal)
In presence of A. K. Owen-Camilo Vega) Rosario B. de Fitch (seal)

Signed, sealed and delivered by Blas Ybarra (seal)
In presence of A. K. Owen- Camilo Vega) Zenaida V. de Ybarra (seal)

v9
dup

COPY.

City lands 22 sq. miles represented by 100 shares or 100 per cent. divided as follows--viz.-

Blas Ybarra Original owner,	35.
R. B. Carman Original owner,	35
A. K. Owen Engineer,	20
F. G. Fitch Engineer,	5
W. L. Zuber and others Agents,	5.
	<u>100.</u>

Note. The 5 per cent given Mr. Fitch was in part compensation for his work as surveyor. To Mr. Owen ten per cent was awarded at first but for his continued labors it was agreed to increase his interest to 20 per cent in case he procured a company to build a R. R. to our lands from the U. S..

The 5 per cent given others was for their aid in securing titles and as commissions for other work. Our instructions to our agent Mr. Owen was that he should secure the road and start a city procuring for us \$100,000 in cash for one half of the city property in alternate blocks. In Mr. Owen's contract he has given half the expressed land in alternate blocks and in lieu of the \$100,000 cash, he has obtained twenty per cent of the R. R. stock & its franchises with a payment of \$25,000 from the first sale of lots.

It is then evident that the property originally owned by Carman and Ybarra and represented by 100 parts is now by the contract made with the R. R. Co. & approved by Carman & Ybarra, owned as follows.

The Co. representing half or fifty parts,	50
Blas Ybarra,	17-1/2
R. B. Carman,	17-1/2
A. K. Owen,	10
F. G. Fitch,	2-1/2
W. L. Zuber & others,	2-1/2
Making the one hundred parts,	100.

The above refers to the city lands.

But the original owners recover as compensation from the Co. for those lands, twenty per centum of the Rail Road interest, there- by receiving ten per cent of their 50 per cent of these city lots, thus giving.

Ybarra, 17.50 x 3.50 additional from R. R.,	21.00
Carman, 17.50 x 3.50 do,	21.00
Owen, 10. x 2.00 do,	12.00
Fitch, 2.50 x 0.50 do,	3.00
Zuber etc. 2.50 x 0.50 do,	3.00
Percentage owned by above city lots,	60.

Besides

The above being owners of twenty per centum of the R. R. are entitled to the following interests in its stock. The R. R. be- ing capitalized at \$400,000. paid up stock in shares of \$100. or 4,000 shares. Twetny per cent of this equals to 800 shares, of the capital stock, each share being entitled to (five), one thous- and dollars Income Bonds, or to five thousand dollars of these bonds. And hence each owner of the original owners is entitled pro-rata of his shares in the original pool to wit-

	shares	800	÷	50	--	16	to	1%.
Ybarra, 17-1/2 per cent interest x 16 --,								280 shares
Carman 17-1/2 do x 16 --,								280 - -
Owen 10 do x 16 --,								160 - -
Fitch 2-1/2 do x 16 --,								40 - -
Zuber 2-1/2 do x 16 --,								40 - -
								800 shares

Note,

Ybarra sold half his interest to Mr. Miguel Careaga, afterwards he sold half of his remaining fourth to Mr. Secorra, both are private sales & is a matter of their own. Carman's share is intact.

#5.

Recapitulation of B. R. Carman's interest.
It consists of,

21 percentage of the entire city site comprising () lots,
since one per cent of () the entire number of lots is ()
lots.

Also he owns 280 shares of the 4,000 of the R. B. which entitles
xxxxxxx him to the corresponding Income Bonds, to wit. 280 shares
x 5 I. B. -- 1400 income bond of \$1,000. each-- \$1,400,000. of
said Bonds.

Also. The Co. Must pay \$25,000. from sale of lands, Carman's propor-
tion is 35 per cent of that amount, -- \$8,750..

One fourth of the above equals to 5-1/4% interest in the city
Plat or () lots, 70 shares of capital stock with 350 income
bonds representing \$350,000. of said /Bonds with \$2,187.50 from
payment for lands by the Co.

Also its proportional interest in subsidy and other franchises.

The Co. on signing contract & to bind the same paid Carman
on a/o ten certificates of five shares ea. calling for correspond-
ing Bonds. Of these I ~~7/10/10~~ delivered to Mr. A. K. Owen his
pro rata or ten shares.

(Signed) B. R. Carman.

Traduccion.

Sépan todos los que las presentes vieren que, nosotros, Luisa Carman Snow, y Emilita Carman, residentes en el Estado de California, hemos hecho, constituido y nombrado, y por estas presentes hacemos, constituimos, y nombramos, tanto en nuestro nombre y por nuestras personas, como por nuestros herederos, representantes, ó delegados, á Alberto K. Owen, de Baldwinsville, en el Estado de New York, ó al substituto que él designare, nuestro verdadero y legítimo apoderado, en nuestro nombre y lugar, para exigir y tomar posesion, en la Republica Mexicana, en tal Estado, ó Estados de la misma, y conforme á las leyes de dicha Republica, ó especiales de ese Estado, ó Estados, las propiedades dejadas por el D. Benja- min R. Carman, ó por Elizabeth B. Carman, nues- tros difuntos padres, ó por Frank W. Carman, nuestro hermano tambien difunto, y encargarse de la administracion de tales propiedades, con los requisitos y autorizaciones legales; de manera que el citado nuestro Apoderado, ó el substituto que él nombrare, tengan plenas facultades para li- quidar la sucesion de estos bienes, ya sea por me- dio de las autorizaciones contenidas, en este Poder, ó bien, si fuere necesario, por medio de procedi- mientos judiciales, ejecutivos, ministeriales, u otros, á fin de operar el traspaso, por instrumento pú- blico, de ciertas tierras, en la Republica Mexi- cana, que nuestro finado padre el D. Benjamin R. Carman poseia al tiempo de su fallecimiento; siendo estas las mismas tierras, y el interés en tierras, á que se hace referencia en cierto Convenio

21.
celebrado entre el referido Alberto K. Owen y
Elliot M. Snow, el 15 de Mayo de 1900, y a cuyo
Convenio se hace referencia aquí tan solo para
señalar de una manera mas precisa las tierras
a que se alude; cuyo traspaso, de las referidas
tierras, hará a favor nuestro, a fin de que nuestro
título y derecho a dichas tierras quede bien y le-
galmente establecido, como herederos legales, ó bien
como participes en la division y particion de estas
propiedades, como deendrintes legítimos de las
personas difuntas ya mencionadas. Este traspaso
tiene por objeto el perfeccionar la propiedad y
el interés que tenemos en esas propiedades, dándonos
un título bueno y perfecto, libre de todo gravámen,
hipoteca, u obligación, sea cual fuere; a fin de
que nosotros, a nuestra vez, podamos traspasar esas
propiedades al referido Alberto K. Owen, si éste
nos lo exige en virtud de las condiciones estipu-
ladas en el ya referido Contrato del 15 de Mayo
de 1900; y siendo la intencion de este Poder el
autonizar plenamente al referido Apoderado a fin
de que nos asegure un título de propiedad, de esas
tierras, bueno y sin tacha, tan válido é intachable
como fuere posible conseguirlo, para que, si las
compras de que se habla en el citado Contrato de
15 de Mayo de 1900, se llevan a cabo, las sumas
de dinero que por ellas se obtengan, basadas en
los títulos buenos y válidos de esas tierras, pue-
dan pasar — por los traspasos ó ventas ejecuta-
das y escrituradas en virtud de dicho Contrato —
puedan ser cobradas y hechas efectivas por el
referido Alberto K. Owen, ó sus delegados.

3. Igualmente autorizamos y damos poder y facultad, al referido Alberto H. Owen, por este Instrumento, o a la persona en quien substituyere este Poder, para hacer registrar, y llenar todos los requisitos exigidos por las leyes de la República Mexicana, el Testamento de Elizabeth B. Carman, del que se acompaña una copia, certificada por Robert M. Hooper, Vice Consul General de los Estados Unidos de América, en la Ciudad de Paris, República Francesa, y cuya copia se acompaña con el fin, también, de abrir el juicio testamentario de los bienes que haya dejado, en la República Mexicana, la expresada Elizabeth B. Carman, ya difunta, si fuere necesario hacerlo así, para obtener el resultado que perseguimos, de habernos de títulos buenos, válidos, e irreprochables, de las tierras a que se refiere el Convenio, o Contrato, ya mencionado - resultado que deseamos que se perfeccione y defina, sin lugar a dudas, de una manera judicial.

Y, por el presente, ratificamos y confirmamos todo cuanto nuestro dicho Apoderado, o su substituto hicieren, o manden hacer, en las premisas; y lo tendremos y reputaremos con la misma fuerza y efecto como si nosotros personalmente lo hubiésemos hecho o ejecutado.

Pero debe tenerse por entendido, y por el presente declaramos que es nuestra intención, por todos nosotros, los que firmamos el presente Instrumento, que cuantos pasos, procedimientos, o diligencias, diere, o hicieren dar, tomare, o hicieren tomar, el referido Alberto H. Owen, en la República de México, en virtud y dentro de este

4 Poder, será de expensas del referido Alberto K. Owen,
y que ni nosotros, ni las propiedades de las diversas
personas difuntas, y a mencionadas, ni sus intesta-
dos ó testamentarias, podrán, en manera alguna
hacerse responsables de tales gastos; y que el ya
mencionado Alberto K. Owen, ó su substituto,
al instituir tales procedimientos y diligencias, y
al incurrir en los gastos necesarios, lo harán
á sus propias expensas, y sin pensar en que no-
sotros personalmente, ni las testamentarias ó
intestados, ni los bienes de que se trata, seamos
responsables por tales gastos y desembolsos, sean
de la clase que fueren, relacionándose, directos
ó indirectamente, con el presente Poder, ó con
el ejercicio de las facultades y autorizaciones que
él confiere, incluso los gastos y derechos de
tribunales, y cualesquiera costas judiciales, ó
gastos, en los tribunales Mexicanos, sean de la
clase que fueren, para diligenciar la adquisi-
ción de bienes é irrevocables títulos, como
queda dicho; siendo cosa bien entendida que
en esto, se comprenden toda clase de gastos
y de desembolsos relacionados, directa ó in-
directamente, con este Poder y su desempeño.

En testimonio de lo cual, hemos fir-
mado y sellado el presente, hoy, día 20 de
Septiembre de 1900, en esta Ciudad de San
Francisco, Estado de California, en los Estados
Unidos de América; y por el presente certifi-
camos que el expresado Sr. Benjamin R. Car-
man falleció allá por el año de 1886; que el
expresado Frank W. Carman, falleció por el
año de 1887; y que la expresada Elizabeth B.

5.
Carman falleció el 27 de abril de 1892; y que nosotros, los abajo firmados, Luisa Carman Snow, y Emilita Carman, somos los únicos herederos, supervivientes, y las únicas personas que tenemos interés y a quienes corresponde la sucesión en los bienes y propiedades de los referidos Sr. Benjamin R. Carman, Elizabeth B. Carman, y Frank W. Carman, todos difuntos, siendo también legatarios conforme al tenor del testamento de los referidos Elizabeth B. Carman.

(firmados.)

Luisa Carman Snow. (Sello)

Emilita Carman. (Sello.)

Testigos: —

(firmados.) Elliot M. Snow

Henry E. Dwyer.

Estado de California }
Ciudad y Condado de San Francisco. } S. S.

Hoy, día 20 de Septiembre de 1900, personalmente comparecieron ante mí, los arriba expresados Luisa Carman Snow y Emilita Carman, a quienes doy fe conozco como las personas que aparecen haber otorgado el Instrumento que precede, y cada una de ellas, separada e individualmente, reconoció y ratificó su firma, declarando haberlo otorgado para los fines que en él se mencionan.

Certifico, además, que el Instrumento que

6.
precedi fué otorgado en mi presencia), siendo un Poder, por las dos, y cada una, de las otorgantes, á favor de Alberto K. Owen; y dicho Poder deberá ser por él presentado, registrado, y sugeto á lo, que á este respecto previenen las leyes de la República Mexicana; y esto deberá hacerlo en el lugar y Estado de dicha República en donde sea necesario, para los fines que dicho Poder expresa.

Y certifico, además, que me ha sido presentado un original, que se dice ser el Testamento original de Elizabeth B. Carman, difunta, juntamente con las deposiciones de R. P. Hobson, y de Robert Stocker, testigos en dicho Testamento, tomadas como prueba de haber sido otorgado el referido Testamento, prueba rendida antes Robert M. Hooper, Vice Consul de los Estados Unidos, en la Ciudad de Paris, en la República Francesa; el certificado de dicho Vice Consul, relativo á tales deposiciones, y que va agregado, tiene fecha el 16 de Diciembre de 1892., y la copia del testamento, que también va adjunta, certificada ser tal copia, por el expresado Vice Consul Robert M. Hooper, sacada de su original; cuya copia me ha sido exhibida por las expresadas Luisa Carman Snow y Emilita Carman.

En fé de lo cual, he sellado y firmado el presente, hoy, día y año citados arriba.

(Sello.)

(firmado.)

James C. King, Notario
Público.

7. [Sigue la legalización por el Consul de México, en San Francisco, Cal.]

República Francesa,

Ciudad de París.

Consulado de los Estados Unidos de América. — Diciembre 16 de 1892.

Yo, Robert M. Hooper, Vice Consul General de los Estados Unidos, debidamente acreditado en esta República Francesa, y residiendo en París, Certifico: que el documento anexo al presente, y que se dice es una copia del Testamento de Elizabeth Watrous Carman, que falleció, es una copia íntegra, fidedigna, y correcta, del cierto documento que, en esta fecha, me ha sido presentado, por Luisa Carman Snow y Emilita Carman, que dicen ser las personas á que se hace referencia en dicho testamento, y cuyo papel á mí presentado, dicen las referidas personas haberlo sido confiado en su oportunidad. Yo, al entender este Certificado, lo he comparado, con todo cuidado y minuciosidad, con su original.

Certifico, además, que conocí personalmente, cuando vivía, á Elizabeth Watrous Carman, y que dicho papel original presentado, parece haber sido realmente un original de ella, y haber sido otorgado por la referida

Elizabeth Watrous Carman, ya finada.

Y certifico, además, que conocí personalmente á la finada, y que falleció el día 22 de abril de 1892, en esta Ciudad de París, en la República Francesa.

Asimismo Certifico: que conozco personalmente á las personas que me han presentado el susodicho documento; esto es, á las expresadas Luisa Carman Snow y Emilite Carman.

En fe de lo cual, firmo y sello el presente, el día y año arriba mencionados.

(firmado.)

Robert M. Hooper,
Vice Consul General
E. U. de A.
en París.

(Sello.)

Paris, Francia.

4 bis, Rue des Ecoles.

Abril 18 de 1892.

Yo, Elizabeth Bliss Carman, sana de espíritu, por el presente declaro ser la presente mi última voluntad y testamento, por el cual dejo á mis dos hijas, Luisa Carman Snow, antes Luisa Hudson Carman, y Emilite Isabel Carman, todo el dinero, bienes, propiedades, tanto raíces como personales, y todo cuanto me pertenece, sea lo que fuere, y que actualmente poseo, ó que en lo de ade-

9

lante pudiese llegar á adquirir, á mis referidas hijas lo dejo todo, debiendo repartirse por mitad (1/2.)

(firmado.)

Elizabeth Bliss Carnan.
(Sello.)

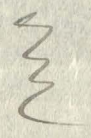
Testigos: -

(firmado.) P. P. Hobson. (Sello)
Robert Stocker. (Sello.)

Norbn. 2/892.

Cotejado con el original.

(firmado.) Jera Snow
Oliver A. Jenner.



Copia.

Secretaría de Estado y del Despacho
de Relaciones Exteriores.

México, Diciembre 22 de 1892.

Sección de
Cancillería
Nº 905.

En respuesta al recurso de Vd.
de 30 de Noviembre último, relativo al arraigo
en juicio civil de su poderdante el Señor
Don Alberto F. Owen, le manifiesto que no
puede esta Secretaría informar de la
práctica de los tribunales en los casos de
quebrantamiento de arraigo judicial,
porque no corresponde á sus atribucio-
nes, ni tiene los datos que para ello se-
rían necesarios: que en el caso no se
trata de los derechos u. obligaciones de
extrangeros, sino de un punto de derecho
común, puesto que la aplicación que los
tribunales hagan de las leyes de pro-
cedimiento en materia de arraigo no
puede modificarse por razón de la
nacionalidad de los arraigados, debien-
do ser idéntica ya se trate de mexica-
nos ó de extrangeros, los cuales en este
particular gozan del tratamiento na-
cional; y que en el caso presente, la
declaración que se solicita, además de
agena al Ministerio de Relaciones Exte-
riores, sería inoportuna, por tratarse de

una cuestión que debe resolverse, si no es
tá ya resuelta, por la autoridad judi-
cial competente, y no podría alterar
en manera alguna la decisión del
tribunal que conoce del negocio.

Devuelvo á Uld. el poder que
acompañó á su citado curso y le pro-
testo mi consideración.

Mariscal.

Señor Don Eduardo S. Herrera.

Presente

12/22/92

~~Att~~ E. L. L.

dup

Copia. Secretaria de Fomento, Colonizaciones,
Industria y Comercio.
Seccion 1^a
N^o 4.070.

Por el oficio de Ud. fecha 24 del actual, queda enterada esta Secretaria de que carece de detalles acerca de la prision de los Sres. Alvar y Weller, asi como de ocho colonos más, pero que en momento á otro recibirá un informe general pormenorizado de todo lo ocurrido sobre el particular, el cual espere esta Secretaria le remitirá Ud. como le ofrece.

Libertad y Constitucion.
Mexico, Diciembre 26 de 1892.

Fernandes Leal.

Al Sr. Sr. Eduardo S. Herrera.

Presente.

Copia.

Secretaria de Fomento, Colonizacion, In-
dustria y Comercio.

Seccion 1^aN^o 4.004.

De la relacion que la
Aduana Maritima de Manatlan
ha hecho a la Secretaria de Ha-
cienda de los hechos ocurridos en el
naufrajo del pailebot americano Dora
Bluhm, que encallo el dia 16 del mes
proximo pasado, a 16 millas de Topo-
bampo y cuya relacion ha comunica-
do aquella a esta Secretaria, aparecen
los cargos siguientes contra los mien-
bros de la colonia establecida en a-
quella Bahia.

Primero. — Que los colonos com-
pararon el buque y las provisiones que
traia, sin recabar antes el permiso
correspondiente de aquella Aduana,
dos de cuyos empleados venian custo-
diando el buque y tomaron posesion
de el al ocurrir el siniestro.

Segundo. — Que sin contar con
ese permiso se pusieron a ejecutar tra-
bajos a bordo.

Tercero. — Que al tratar dichos
empleados de recoger las provisiones
que habian sacado del buque, oculta-
ron la mayor parte de ellas.

Quarto. — Que se opusieron ar-
mados á las disposiciones de aquellos
empleados, y que á uno de ellos, que
lo es el Celador Marcelino Orellano,
lo ahogaron é intentaron ahogarlo
al agua.

Quinto. — Que al resistir las ór-
denes de dichos empleados, alegaban
que el Gobierno de México, no tenía
derecho para impedirles lo que ha-
cían, porque la embarcación se ha-
llaba en aguas que no eran de su
jurisdicción.

Sexto. — Que trataron de cohe-
char á los referidos empleados para
que los dejaran obrar en libertad.

Y por último que la colonia se
encuentra en un notable estado de de-
sorganización, donde se cometen fre-
cuentemente punibles abusos.

Lo que participo á Ud. con el
objeto de que se sirva informar á es-
ta Secretaría sobre el particular, con la
justificación debida, pues parece por lo
expuesto que los colonos han obrado in-
debidamente en el asunto del naufra-
gio del Dora.

Libertad y Constitución. México Diciembre 26/92.

Fernandez Leal.

Al Representante de la Compañía de
Topolobampo.

Presente.

12/26/92

Bluhm

dup

Copia.

Secretaría de Fomento, Colonización Industria y Comercio.

Sección 1^a

N^o 4089.

Queda enterada esta Secretaría por la nota de Ud. fecha 22 del actual, en que informa acerca del naufragio del vapor "Dora Blum", ocurrido el 16 del próximo pasado en la bahía de Topolobampo, y le recomienda se sirva continuar transmitiendo los informes que reciba sobre el particular, en la inteligencia de que ya se transcribe su citada nota a la Secretaría de Hacienda, para su conocimiento y los fines que por su parte corresponden.

Libertad e Constitución.

México Diciembre 26 de 1892.

Fernando Leal.

Al Sr. Eduardo S. Herrera.

Presente.

Translation Teleg.No.1

Mexico March 31.1897.

Lic.A.Zazueta

Culiacan

Please have certified copy of Court's sentence in favor of Mr Owen, on the ownership of irrigation Canal at Mochis, and forward it to Mr Edw.Herrera, No.415.Avenida Balderas

Francisco Cañedo

Translation Teleg.No.2

Culiacan 2.nd April 1897

Sr Gobernador Francisco Cañedo

Mexico, City

By to day's mail I forward to Herrera certified copy of decissio on Irrigation Canal

Eriberto Zazueta