

copy

New York Feb 5th 1889

Señor Don J Pombo.
City of Mexico, Mex.

Dear Sir:

I am informed by Mr. Herrera that the Department of the Treasury has issued an order to pay The Credit Foncier Company, the sum of \$8,229.82. by virtue of articles 16 + 17 of the Colonization Contract Concession.

Will you please deduct from this sum, the sum of \$2,400. for two years salary, due yourself as Colony Agent, and \$500. to reimburse you the expenses you were put to to furnish the bonds required by the said Contract.

Will you also pay to Mr. Herrera the sum of Five hundred dollars (\$500.), and remit the balance \$4,114.96 to this office by draft, payable to the order of myself as Treasurer of The Credit Foncier Company.

With great respect, I remain

Your Obedient Servant
John W Lovell

Treasurer, Credit Foncier Co.

Copy of Mr. Lovell's letter
to
Don Ignacio Pombo
Feb 5/89

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Copy

New York, Feb. 5th 1889.

Ed. S. Herrera Esq.
City of Mexico.

Dear Sir: Your letter of the 26th ult., addressed to Mr. Owen, has in his absence, been handed to me by Mr. Hussey. I inclose you herewith an order to Mr. Pombo, to retain the amount of money you request from the sum which the Department of the Treasury will pay the Credit Foncier Company on account of Articles 16 & 17 of the Colonization Concession. I trust this will be satisfactory.

I have stated to remit the balance \$4,114.96. to this office, which I know would be Mr. Owen's desire, as there are certain payments to be made, that are in my hands.

I regret that I am not in position to give you the information you desire in regard to the Railway, but no doubt Mr. Owen will write you directly from England on receipt of your letter, which has been forwarded to him.

Yours very truly
John W. Lovell
Treasurer.

Copy

New York, Feb. 5th 1889.

Ed. S. Herrera Esq.
City of Mexico.

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I regret that I am not in position to give you the information you desire in regard to the Railway, but no doubt Mr Owen will write you directly from England on receipt of your letter, which has been forwarded to him.

Yours very truly,
John M. Lowell
Treas.

COPY.

Fuerte, Mexico, Feb. 21st. 1889.

Geo. W. Simmons Esq.,
Boston, Mass..

Dear Sir:-

Your letter to Mrs. Fitch, dated Dec. 3rd. 1888 came to hand about fifteen days ago, enclosed in a letter to Mr. Retes, which he handed me for translation.

In regard to the part of the Mochis, belonging to Mrs. Fitch, I am instructed to say to you: that it can be bought for the sum of 50 cents per acre, which is one half of the price Col. Fitch asked for it. As for the other shareholders, I am unable to say at what price they would be willing to sell at. Mr. Ochoa has spoken to me several times about buying Fitch's share. I have given him no decisive answer until I hear from you. Understand me, that Mrs. Fitch says: at the above price, the money must be American Coin.

There is another tract of land adjoining the Mochis, which the owner is desirous of selling. The tract contains in all, 32,246 acres. The owner, Mr. Gregorio Delgado, has proposed to me to sell at \$1. per acre, the entire lot. If you or the Company are anyway interested in buying this land, I think, it can be bought for much less money. I merely make you the proposal as a disinterested party.

As for Col. Owen's Colony, it is thriving. They have purchased a tract of land, and are living very comfortable and contented.

We had a party of the ladies from the Colony, on a visit to Fuerte, on Monday. It was quite pleasant to meet them, it reminded me of my New England home.

The Winter has been very mild, not even frost enough to kill the tender garden plants. It has rained continuously through the months of December and January, and up to the 15th. of the present one.

Mrs. Fitch often speaks of you and the little party that crossed the Sierras together. Dr. Carman and Col. Fitch are no more. Mrs. Fitch will go to California, to Fitch's family, before the rainy season.

Mrs. Fitch wishes to be kindly remembered to you.

Yours sincerely,

(Signed) A. H. Hubbard.

P. S. If interested in the above, please answer, stating price you would be willing to give.

A. H. H..

13

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Mrs. Fitch wishes to be kindly remembered to you.

Yours sincerely,

(Signed) A. H. Hubbard.

P. S. If interested in the above, please answer, stating price you would be willing to give.

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There is another tract of land adjoining the Mochis, which the owner is desirous of selling. The tract contains in all, 32,248 acres. The owner, Mr. Gregorio Delgado, has proposed to me to sell at \$1. per acre, the entire lot. If you or the Company are anyway interested in buying this land, I think, it can be bought for much less money. I merely make you the proposal as a disinterested party.

As for Col. Owen's Colony, it is thriving. They have purchased a tract of land, and are living very comfortable and contented.

We had a party of the ladies from the Colony, on a visit to Fuerte, on Monday. It was quite pleasant to meet them, it reminded me of my New England home.

The Winter has been very mild, not even frost enough to kill the tender garden plants. It has rained continuously through the months of December and January, and up to the 15th. of the present one.

Mrs. Fitch often speaks of you and the little party that crossed the Sierras together. Dr. Carman and Col. Fitch are no more. Mrs. Fitch will go to California, to Fitch's family, before the rainy season.

Mrs. Fitch wishes to be kindly remembered to you.

Yours sincerely,

(Signed) A. H. Hubbard.

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There is another tract of land adjoining the Mochis, which the owner is desirous of selling. The tract contains in all, 52,248 acres. The owner, Mr. Gregorio Delgado, has proposed to me to sell at \$1. per acre, the entire lot. If you or the Company are anyway interested in buying this land, I think, it can be bought for much less money. I merely make you the proposal as a disinterested party.

As for Col. Owen's Colony, it is thriving. They have purchased a tract of land, and are living very comfortable and contented.

We had a party of the ladies from the Colony, on a visit to Fuerte, on Monday. It was quite pleasant to meet them, it reminded me of my New England home.

The Winter has been very mild, not even frost enough to kill the tender garden plants. It has rained continuously through the months of December and January, and up to the 15th. of the present one.

Mrs. Fitch often speaks of you and the little party that crossed the Sierras together. Dr. Carman and Col. Fitch are no more. Mrs. Fitch will go to California, to Fitch's family, before the rainy season.

Mrs. Fitch wishes to be kindly remembered to you.

Yours sincerely,

(Signed) A. H. Hubbard.

P. S. If interested in the above, please answer, stating price you would be willing to give.

A. H. H..

24

Fuerte, Mexico, Feb. 21st. 1889.

Geo. W. Simmons, Esq.,
Boston, Mass.

Dear Sir,

Your letter to Mrs Fitch dated December 3rd 1888 came to hand about fifteen days ago, enclosed in a letter to Mr Retes, which he handed me for translation.

In regard to the part of the Mochis belonging to Mrs Fitch, I am instructed to say to you; that it can be bought for the sum of 50 cents per acre, which is one half of the price Col. Fitch asked for it. As for the other share holders, I am unable to say, at what price they would be willing to sell at. Mr Ochoa has spoken to me several times about buying Fitch's share. I have given him no decisive answer until I hear from you. Understand me, that Mrs Fitch says:- at the above price, the money must be American coin.

There is another tract of land adjoining the Mochis, which the owner is desirous of selling. The tract contains in all 32246 acres. The owner, Mr Gregorio Delgado has proposed to me to sell at \$1. per acre, the entire lot. If you or the Company are anyway interested in buying this land I think it can be bought for much less money. I merely make you the proposal as a disinterested party.

As for Col. Owen's colony, it is thriving. They have purchased a tract of land and are living very comfortable and contented.

We had a party of the ladies from the colony on a visit to Fuerte, on Monday. It was quite pleasant to meet them, it reminded me of my New England home.

The winter has been very mild not even frost enough to kill the tender garden plants. It has rained continuously through the months of December and January and up to the 15th. of the present one.

Mrs Fitch often speaks of you and the little party that crossed the Sierras together. Dr. Carman and Col. Fitch, are no more. Mrs Fitch will go to California, to Fitch's family before the rainy season.

Mrs Fitch wishes to be kindly remembered to you.

Yours sincerely,
A.H.Hubbard.

P.S.

If interested in the above, please answer, stating price you would be willing to give.

A.H.H.

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Translation. Only dispose COPY. of the following:

Mineral de la Trinidad, (a) "Los Cueros"
March 22nd. 1889.

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

Dear Sir:-

Your favor of the 3rd. of December 1888 was received after some delay.

I don't know in what consists the difference that my partners represent according to information received, but it is true that Mr. Blas Ibarra represents 7-5/8% of the whole of the "Mochis" lands.

I will wait as you tell me, to see the use they make of the 5% that I resign in favor of some parties in Mexico.

From the copy of the deed which I drew in your favor for 50%, and which is in the archives of the Fuerte Court House, I have come to the conclusion that Mr. Ibarra represents 7-5/8% as I said before.

With regard to Mr. Owen's Colony affair, I have good reports. In May 1888, I made a visit to "La Logia" on the banks of the Fuerte River; they are improving very much in agriculture, primary instruction and music, and above all, they are very hopeful and enthusiastic for the future. They print a paper that grows daily.

It is really praiseworthy Mr. Owen's constancy in this affair and I believe that my opinion, that of Messrs. Ibarra, Lamphar and all the other interested parties, will not weight against Mr. Owen, provided that he does not alienate his right on the Topolobampo lands without first fulfilling his obligations of payment agreed to between him and the owners; for due to this cause, I am told, Mr. Owen met with some trouble in years past; and it is to be believed that while Mr. Owen dont intend to act that way, he will never have their opinion against him, for they are very interested in the success of the enterprise.

The 19-5/8% that I and the above named persons represent of the 100 parts in which the Mochis lands was divided according to the

contract, I can only dispose for sale of the following:

7-5/8% represented by Mr. Blas Ibarra,
4% " " " Leonard Ibarra,
4% " " " Myself.
15-5/8%

In as much as Mr. Zachary Ochoa does not want to sell his 4%,
but on the contrary he tried to buy from us.

By the enclosed you will see the lowest price that Messrs. Ibarra
and I propose to sell for cash to you; it is about 40¢ an acre,
that is, a lower price than the Government's.

Mr. Blas Ibarra owns two sitios in the land known as Bachom-
bampo, contiguous to the "Mochis" and to "Ciudad Gonzales" and he
requests me to propose it to you at the same price, although it does
not so appear in enclosed letter, that he wrote me, but I remember
he spoke to me about it.

Mr. Ibarra and myself are now working in this property a vein
of gold and silver which measures up to to-day 30 meters in width
of good mineral and yields from \$14. to \$21. in gold per ton and we
don't know now it will yield in silver, for it is but recently dis-
covered. Through that wide vein of mineral there are several very
rich ribbons of from 1/2 to 1 meter wide, yielding from \$50. to \$120.
of gold per ton and \$861. of silver per ton also.

I am also working at the mine "San Antonio" (a) "Los Cueros"
of which I am now the only owner. I bought it of the other owners
for \$24,145. as you advised me to do and I am very well satisfied
with it.

With kind regards from your friends here, I remain,

Yours truly,

(Signed) Carlos S. Retes.

Mrs. R. B. Fitch wrote you through Dr. Hubbard, proposing to you
her share at 50¢ an acre, so she writes me, and on that account she
was not included in my proposition.

Translation.

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It is really praiseworthy Mr. Owen's constancy in this affair and I believe that my opinion, that of Messrs. Ibarra, Lamphar and all the other interested parties, will not weight against Mr. Owen, provided that he does not alienate his right on the Topolebampo lands without first fulfilling his obligations of payment agreed to between him and the owners; for due to this cause, I am told, Mr. Owen met with some trouble in years past; and it is to be believed that while Mr. Owen dont intend to act that way, he will never have their opinion against him, for they are very interested in the success of the enterprise.

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By the enclosed you will see the lowest price that Messrs. Ibarra and I propose to sell for cash to you; it is about 40¢ an acre, that is, a lower price than the Government's.

Mr. Blas Ibarra owns two sitios in the land known as Bachomampo, contiguous to the "Mochis" and to "Cindad Gonzales" and he requests me to propose it to you at the same price, although it does not so appear in enclosed letter, that he wrote me, but I remember he spoke to me about it.

Mr. Ibarra and myself are now working in this property a vein of gold and silver which measures up to to-day 30 meters in width of good mineral and yields from \$14. to \$21. in gold per ton and we dont know how it will yield in silver, for it is but recently discovered. Through that wide vein of mineral there are several very rich ribbons of from 1/2 to 1 meter wide, yielding from \$50. to \$120. of gold per ton and \$861. of silver per ton also.

I am also working at the mine "San Antonio" (a) "Los Cueros" of which I am now the only owner. I bought it of the other owners for \$24,143. as you advised me to do and I am very well satisfied with it.

With kind regards from your friends here, I remain,

Yours truly,

(Signed) Carlos S. Retes.

Mrs. R. B. Fitch wrote you through Dr. Hubbard, proposing to you her share at 50¢ an acre, so she writes me, and on that account she was not included in my proposition.

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With kind regards from your friends here, I remain,

Yours truly,

(Signed) Carlos S. Retes.

Mrs. R. B. Fitch wrote you through Dr. Hubbard, proposing to you her share at 50¢ an acre, so she writes me, and on that account she was not included in my proposition.

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March 22d. 1889.

Mr.G.W. Simmons,
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Dear Sir:

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I will wait, as you tell me, to see the use they make of the 5% that I resign in favor of some parties in Mexico.

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Mr Blas Ybarra owns two sitios in the land known as Bachamobampo, contiguous to the "Mochis" and to "Ciudad Gonzales" and he requests me to propose it to you at the same price, although it does not so appear in inclosed letter, that he wrote me, but I remember he spoke to me about it. x x x x x x x x

With kind regards from your friends here, I remain,

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Yours truly,

Carlos S. Retes.

Mrs R.B. Fitch wrote you through Dr Hubbard, proposing to you her share at 50% an acre, so she writes me, and on that account she was not included in my proposition.

Togales, June 20th 1889.

Mr. C. B. Hoffman -
Enterprise, Kansas.

Dear Sir:
Your favor of the 30th May,
ultimo, received.

We had the pleasure of at-
tending Mr. C. J. Lamb and party in
passing their goods through the Cus-
tom House and furnished the bond
required by this office.

We have just now been noti-
fied by the Custom House here that
orders have been received from Mex-
ico to collect part of the duties on
the two cars goods brought in by you
for "The Credit Foncier" of Sinaloa. The
amount has not yet been ascertained

but when this is done, we shall forward
statement to you for settlement. In
the meanwhile we beg to remain.

Sir

Yours faithfully
P. Sandoval & Co

Mr Lamb went down to Guaymas
on the 8th and his goods went on
the 11th. We have a letter from him
from Guaymas, dated the 19th, where
he states he has succeeded in secu-
ring a vessel for Topolobampo.

P. S. & Co

Enterprise, Kansas, June 25th 1889.

Friend Owen:

What does this mean?

Please take such steps as will fully protect me. I cannot afford to pay this bond - nor should be called upon to do so. There must be something wrong somewhere.

Will not reply to this letter until I hear from you. This bond, \$1,540. also includes Mrs Wilson's property.

A break of this kind, viz: being compelled not only to give bonds but pay them would destroy our work in Kansas for the Colony and Mexico.

With our party there went in as Colonists 18 persons, of whom N Shurstein, Geo. L. Page, Jones and A. Derroud are

heads of families.

Mrs A. Wilson - Married - Six children and Rescue B. Page, Char. Page, Bently, M. B. Williams, single men. The amount that the Mexican Government is to allow for our party is more than the duties amounted to - and for that reason, to say nothing of the balance due The Credit Foncier Company - should the bonds be cancelled instead of being ordered paid.

Yours as ever
C. B. Hoffman.

34

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Yours as ever
C. B. Hoffman.

189.89
Hogales, July 25th 1839.

Mr. C. B. Hoffman -
Enterprise, Kansas.

Dear Sir:

We beg to confirm our last respects of the 20th June last and now enclose herewith copy of order received from The Secretary of The Treasury, City of Mexico, by The Custom House here, ordering the office here to liquidate and collect duties on certain articles imported by you for the Topolobampo Colony last February, and which articles are not free by the Concession granted to the Colony. We also enclose copy of liquidation made out by the Custom House, fully explaining what the duties are on these, amounting to \$717.28 in all - Mexican Silver, equivalent of which, in United States Currency, ^{is} \$537.96 at the rate of 75¢. We have taken the liberty of drawing on you in favor of Wells Fargo & Co and request you to honor our draft, as we had been notified by the Custom House that duties would be collected from us on the 30th inst.

Yours truly

P. Sandoval & Co.

dup 15

Togales, July 25th 1889.

Mr. C. B. Hoffman -
Enterprise, Kansas.

Dear Sir:

We beg to confirm our last respects of the 20th June last and now enclose herewith copy of order received from The Secretary of The Treasury, City of Mexico, by the Custom House here, ordering the office here to liquidate and collect duties on certain articles imported by you for the Topolobampo Colony last February, and which articles are not free by the Concession granted to the Colony. We also enclose copy of liquidation made out by the Custom House, fully explaining what the duties are on these, amounting to \$717.²⁸ in all - Mexican silver, equivalent of which, in United States Currency, \$537.⁹⁶ at the rate of 75¢. We have taken the liberty of drawing on you in favor of Wells Fargo & Co and request you to honor our draft, as we have been notified by the Custom House that duties would be collected from us on the 30th inst.

Yours truly

P. Sandoval & Co.

v
3

City of Mexico, July 25th 1889.

A. K. Owen, Esq.

Dear Friend:

Your favors of July 2nd and 9th have been duly received and their contents communicated to Mr. Pombo. About your suggestion of making out a Bond to the extent of what the Government is owing your Company, I am unable to give you a definite answer, as Mr. Pombo spoke on the subject to Secretary Dublan, and, although the latter promised to give a resolution, he has not done it yet.

As regards your question about import duties on tools, I have to state that if the tools imported by the Colonist, be new, they will be subject to duties; but, if they be not new, that is to say, if those tools are being actually used by the Colonist, no duty will be charged on them.

We are anxiously waiting to hear from you about the London Contract, and hope that every thing is all right. When do you expect to be able to begin sending railroad material to Topobampo?

Yours truly

Ed. S. Herrera.

My regards to Mr. Rice.

copy

City of Mexico, Augt 29th 1889.

A. K. Owen, Esq

Dear Friend:

Your favors of July 23rd,
Augt 1st, 5th, 8th and 13th have been duly received
and their contents noted and communicated
to Mr Pombo. We have, also, received letters
from Messrs P. Sandoval & Co, Nogales, about the
Collector there asking them to pay the amount
of Bond furnished for the goods imported by
Mr Hoffman and party. Application has
been made to Secretary Dublan, and most
probably an order will be telegraphed tomor-
row instructing the Collector at Nogales not
to collect any Bonds given for goods imported
for the Colonists. When I wrote that such order
had been sent, it was on the assurance given
me, by Señor Juan Dublan, that such had been
the case. I have written Messrs Sandoval & Co
by this mail, announcing to them that the
order will be sent to-morrow.

3/17
As I wrote you, a few days ago, I have been sick, and consequently prevented from pushing things at the Department of the Treasury; but now that I am better, I ~~hope~~ promise you to have everything that is pending promptly dispatched.

Now, what news about railroad construction? We are anxiously waiting to hear from you on the subject, and are at a loss to account for these delays.

Mr. Bulnes says "he expects you are not going to wait till December to ask for a new extension of time".

Yours truly,
Ed. S. Ferrera.

COPY.

The Texas, Topolobampo and Pacific Railroad & Telegraph Company.

William Windom, President.
Elisha A. Buck, Vice President.
John H. Rice, Sec'y. & Treas..
Albert K. Owen, Chief Engineer.

Mutual Life Insurance Building,
52 Nassau Street,
New York, Oct. 28th. 1889.

Col. A. K. Owen,
Dear Sir:-

In response to your inquiries respecting the "Mochis" tract of land in Sinaloa, Mexico, I find that after careful examination of denouncements, deeds, etc., pertaining thereto that the entire tract contains 69,480 acres, one undivided half of which was purchased by this Company-34,740 acres, and it took a deed thereof in its own right, together with 20,755 acres additional which it holds in trust for other parties- 55,485 acres in all. The remaining 13,995 acres of tract were retained and held in common and undivided by Messrs. B. & L. Ybarra and C. S. Betes. The 34,740 acres owned by the Company were conveyed by the Company to me as Trustee, to hold and dispose of in Trust for the payment of certain obligations of the Company, amounting to \$27,500. with interest thereon, at the rate of 6% per annum from January 1st. 1886. The estimates of the amount of lands and the several ownerships therein, as above stated, are gathered from translations of the original deeds, which are written in the Spanish language, and may vary somewhat, but not materially, from the actual areas. As you are aware the Company, the Cestuique trust and the Trustee (myself) are all anxious to dispose of the lands they own in the Mochis tract. The 34,740 acres will be sold for one dollar per acre or enough to liquidate the obligations for which they are held in trust, and the 20,745 acres at the same rate or price; and the 13,995 acres, I have no doubt, can be had at the same price. This last however, you understand better than I. Liberal terms of sale and payments can be made for these lands, in whole or in sections of 2,000 acres, or more upon contracts or deeds to be made and executed on or before the first day of January next (1890).

Yours respectfully,

(Signed) John H. Rice.

dup

COPY.

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William Windom, President.
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dup

copy
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Elisha A. Buck, Vice President. 32 Nassau Street.
John H. Rice, Secy. & Treas. New York, Oct. 28th. 1889.
Albert K. Owen, chief Engineer.

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dmg

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Elisha A. Buck, Vice President. 32 Nassau Street,

John H. Rice Secretary & Treasurer.

A.K. Owen, Chief Engineer. NEW YORK, Oct. 28th 1889.

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Yours respectfully.

John H Rice.

Copy

dup

Nogales, Arizona, Dec 4th 1889

Mr A. K. Owen.

Dear Friend:

Yours of Nov-26th received. I at once, applied to the Mexican Customs Department (through Mr Sandoval, as interpreter) to ascertain if the necessary orders had been received from Mexico City, as per your inclosed letter from Mr Ed. S. Herrera, of Nov-19th, and they informed me that no notice was received, as yet, of any kind. ("There's a Nigger in the face" somewhere.)

In notice Mr Herrera's letter applies or refers to some Law of Aug-3rd 1889, while the ruling you sent me, was dated July 15th 1889.

I received lists of Page's, Jappan's, Thurston's and other's goods.

Please refer to President Diaz's ruling of July 19th, '89. and give me your construction of Article 1st. Does this Article apply to individual Colonists importing the following for their own need, or does it mean that Colonization Companies may import these goods for the benefit of their Colonists? If the latter construction is put upon it, it would involve a large per centage of the goods of our party.

There will be many articles that are dutiable, in either case. Do our friends understand that they must advance such duties, or is there some other way proposed to cover them? They will take no more bonds here, except they are fully backed, or otherwise ordered to do so from Mexico City.

It is my opinion, that the Customs Dept. here (or somewhere) will make us all the trouble the Law will allow.

Yours truly, H. Patrick

dnp

Nogales, Arizona, Dec 7th 1889.

Mr. A. K. Owen -

Dear Friend:

I have just been informed, by our Broker, Mr. Sandoval, that orders were sent to the Department here ordering them to treat the Colonists with favor, but also say it does not in anyway apply to the Presidents order of July 19th '89. Sent you telegram to day, of this.

This is provoking when our friends are all ready and waiting to move.

Received today 900 pounds of freight, supposed to come from Mr. Lovell, marked books. Charges about \$35.. Will inform you later.

We will soon pass a large shipment of railroad material, in Bond, for Guaymas, supposed to be for the Guaymas and Topo Railroad.

The Mexican officials will not interfere with these small packages of inflammable articles mentioned.

In haste, Your friend, H. Patrick.

Copy of Telegrams.

dup

Nogales Arizona, Dec 7, 1889

A. K. Owen
32 Nassau St
N. Y.

Favorable orders from Mexico,
but do not apply to July Act.
Will write particulars.

H. Patrick.

Nogales Dec. 11th 1889

A. K. Owen
New York:

Orders ~~from~~ received from Mexico
and all right, will write today.

H. Patrick.