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## Power of Attorney.

A. K. Owens' rights under it,

1. By the contract of Feb. 16<sup>th</sup> 1873, sent with the Power of Attorney, and letter of instruction from Dr. C. 10% share in proceeds of the land sold, and 10% share in the land remaining unsold.

This contract made between Carrman and Gharra in person has reference to 3 leagues of land. The title to it was not to be perfected, Gharra agreed to obtain it; Carrman furnishing \$2,000 for the purpose. The Power of Attorney covers 4 leagues but the provisions of the contract with reference to compensation to A. K. O. go with the increased area.

2. By subsequent understanding with Dr. Carrman these 10% shares were increased to 20% (see letters, mem., etc.)

3. Also, by understanding with Dr. C. (see letters, mem., etc.) one half of the proprietors lots in the town site when laid out (i.e., 25% of the whole, leaving to the proprietors 25%) and 60% of the stock received from the Company is to be set apart for distribution at discretion of A. K. O.

4. The right to sell the remaining portion of the 75% of the 4 league tract, i.e. about 7,040 acres, having sold 7,040 acres to the Company.

Wm K. Rogers \*  
Attorney.

\* Col. Wm K Rogers was the associate Corporation Attorney with Rutherford B. Hayes, during 25 years; and when Mr Hayes became President of the United States, Col. Rogers was his Private Secretary and adviser. He went to Sinaloa in 1883 with Albert K. Owen and remained for eight months as the Attorney of the Texas, Topolobampo & Pacific Railroad and Telegraph Company.

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Power of Attorney.

B. R. Carman, and Blas. Ybarra, to A. K. Owen, Mazatlan, June 29<sup>th</sup> 1875. The instrument is signed by B. R. Carman and Careaga & Co., Messrs. Careaga signing for Blas. Ybarra though it is not stated.

In the subsequent paper executed at El Fuerte, April 26<sup>th</sup> 1881, signed in person by Blas. Ybarra, and by B. R. Carman, ratifying the Contract of March 5<sup>th</sup> 1881, made by A. K. Owen with the Company, (not yet in existence). The Power of Attorney is recited and in this way its execution by Careaga confirmed.

The Power of Attorney authorized A. K. Owen "to contract, sell, convey and mortgage, in our name and place and stead whatever portion or portions not exceeding severally five per cent. of the lands hereinafter mentioned under just and proper terms and conditions."

The underscored words are the only words of limitation in the authority.

"The lands hereinafter mentioned" are described

as "a tract of nearly four leagues in extent, or about 14,000 acres, on which lands it is intended to build a town" &c. &c.

The description is obscure and is a contradiction unless explained. Four leagues i. e. four sq. leagues make about 28 square miles equal to 17,920 acres. As 75% of this would be 13,440 acres, the words "about fourteen thousand acres," would seem to refer <sup>more</sup> to the "four leagues" but to the 75%. The Attorney was empowered to sell.

Under this Power of Attorney, A. K. Owen has made Three successive Contracts:

1. Jan'y 20<sup>th</sup> 1881, with the subscribers to the original fund, to convey to the Company to be formed &c. &c. 11 square miles (7,040 acres) of the tract for \$25,000. and  $\frac{1}{5}$  the stock.
2. March 5<sup>th</sup> 1881, with the Company (incorporated March 8<sup>th</sup> 1881.) for same consideration, to convey same.
3. May 19<sup>th</sup> 1882, with the Company for same consideration to lay out 22 square miles and convey  $\frac{1}{2}$  excepting public property.

Is this Power of Attorney irrevocable?  
Is it coupled with an interest in the land?

The Power of Attorney, contains nothing as to any interest whatever on the part of the Attorney. The fact that it was coupled with an interest in the property, is determined by the Contract between Carman and Ybarra - Mazatlan Feb 16<sup>th</sup> 1873 - a Copy of which was enclosed to A. K. O. with the Power of Attorney, and a letter of instruction, by which and by subsequent letters and Memoranda, and by the recital in the Contract of Sale by A. K. O. to the Company, May 19<sup>th</sup> 1882, approved by Dr Carman, for Ybarra and himself, it is shown that the Power of Attorney is coupled with an interest. By the Contract of Feb. 16<sup>th</sup> 1873, the interest in the land is confined to the remaining part of the entire tract, (i. e.) 3 leagues, (4 as stated in the Power of Attorney) after sale by him - an interest in the proceeds of whatever portion he sells, being added as further compensation. But the interest

in the Land is an undivided interest, and necessarily extends throughout the entire tract, before sale is made. It is a Power, Coupled with an interest; so recognized by the subsequent letters and Mem. made by Dr. C. and in the recital referred to of the Contract of May 19<sup>th</sup>, 1882. As such it is irrevocable and does not expire until its purposes are accomplished, and the obligations of all parties to the transaction, between A. K. O. and the Co. are discharged - The survey and platting of the town site - division of lots and blocks - formal conveyance to the Co., delivery of the stock and the Company's note for \$25,000., with security as agreed; the incorporation of a Company for the Management of the property, and the conveyance to the same, of the interest of both parties for corresponding interests in its stock.

The Power lasts, while the interest continues with which it is Coupled.

The sale of 75% of "nearly 4 leagues" (4 square leagues) = nearly 28 square miles, was authorized by the Power of Attorney. 28 square miles = 17,920 acres  
75% = 14,080 "

The Contract with the Company covers a conveyance to the Co. of 7,040 acres. The town site covers twice this area. It is estimated there will be about 90,000 lots in the town site, at 12 to the acre, exclusive of public property, dividing 45,000 to the Company, 45,000 to the Proprietors.

Wm. K. Rogers  
Attorney

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# Power of Attorney.

A. K. O.'s rights under it.

1. - By the contract of Feb. 16<sup>th</sup> 1873, sent with the Power of Attorney, and letter of instruction from Dr C. 10% share in proceeds of the land sold, and 10% share in the land remaining unsold. This Contract made between Carman and Ybarra in person, has reference to 3 leagues of land. The title to it was yet to be perfected, Ybarra agreed to obtain it; Carman furnishing \$2,000. for the purpose. The Power of Attorney covers 4 leagues, but the provisions of the Contract with reference to Compensation to A. K. O. go with the increased area.
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of the 75% of the 4 league tract, i.e. about  
7,040 acres, having sold 7,040 acres to the  
Company.

Wm R. Rogers,  
Attorney.

Memorandum  
of Rights of

A. K. Owen.

— Under —

Power of Attorney.

OK.  
1875

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Memorandum of October, 1900

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(To be filed with Mr Owen' s Power of Attorney)

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Albert Kimsey Owen, in September 1872, examined the lands - on and adjacent to Topolobampo Bay, and took soundings of its channels; and it was owing to his written report and recommendations - to Dr. Benjamin R. Carman, and to his descriptions and illustrations given, in person, to Don Blas Ibarra, at Fuerte City, (Sinaloa Mexico) directly there after, that brought about the business association between said Carman and Ibarra, and the denouncements and possession of the City-site and Baviri lands, on Topolobampo Bay, - and the Mochis lands, to the Eastward.

It was Mr Owen' s published reports and maps that first made Topolobampo and its inner bay known to the Mexican officials at - Mexico City and to the general public; it was Mr. Owen that got General Ulysses S. Grant, President of the United States, to order - Commodore George W. Dewey, U.S.N., to survey and map the entrance - to Topolobampo Bay, in 1874; and it was Mr. Owen who published the first correct maps of the East coast of the Gulf of California - showing Topolobampo Bay and its geographical relations with North America and the Pacific Ocean.

Dr/Carman never saw Topolobampo, or visited any of its lands - or the "Mochis" lands before April 1881., at which time Mr. Owen - sent him \$.10.000, gold, by the hands of George W. Simmons, of Oak Hall, Boston, who, with his brother and Capt. Price, of Independence, Missouri, were commissioned by Mr. Owen to accompany Dr. Carman from Mazatlan to Topolobampo, and from there, along the rail-road route selected by Mr. Owen, over the Sierra Madre and via Santa - Rosalia and Eagle Pass, to San Antonio, Texas, It was upon this - first and only visit of Dr. Carman to Topolobampo and Fuerte City that Mr Owen learning that Dr. Carman and Don Blas Ibarra had neglected to pay the Mexican Government for stamps and patents necessary

to secure title to the "Mochis" lands, all of which Mr. Owen had - repeatedly and long before assured had been done, had to send ..... \$580,000., gold, which paid for the entire "Mochis" lands, fifty - per cent (50%) of these lands was given to the Railroad Company, which advanced the said amount of money; 30. 3/8 % were put in the hands of George M. Simmons, Trustee for the Railroad Company, Garman, Owen, and Fitch and the remainder was given to Don Blas Ibarra and his friends for their assistance in getting the lands properly denounced.

If was Mr Owen who organized, in 1880-86 in Boston, New York- and Washington, a party of distinguished men to take out concessions to build a railroad from Topolobampo to the Gulf of Mexico; and who by the kindly assistance of General Ulysses S. Grant Minister Romero and Ulysses S. Grant, junior, in Mexico City; and took out the first railroad concession that was ever taken out to run from Topolobampo Bay. The gentlemen whom Mrs. Owen influenced, at that time, to take up this enterprise were among the best known in the United States: Gen. Benjamin F. Butler, Wendell Phillips, Henry Hastings, - Ex- Mayor Frederick O. Prince, of Boston, Gen. John B. Gordon, United States Senator Joseph E. Johnson, Ex- Governor, John C. Brown, of Tennessee, E.A. Buck, Drake De Kay, Grant & Ward, Gen. Samuel A. Price - of Missouri, Chief Engineer Sickles, of the Union Pacific Railroad et al. Afterwards, Mr Owen got interested with him such gentlemen as Hon. William Windom, Walter C. Gilson, Jesse R. Grant, Hon W.R. Rogers, Noble E. Dawson and others, It was Mr. Owen who got Frederick O. Prince and E.A. Buck, the Editor and Proprietor of "The Spirit of the Times" of New York City, to be President and Vice President of "The Texas Topolobampo and Pacific Railroad and Telegraph Company"; who afterwards got them to resign in favor of Hon. William Windom and Ulysses S. Grant junior; who had the \$100,000. (\$84,745.76, gold) deposited in Mexico City as earnest money <sup>for</sup> the part of the Company; who made in person the first survey for a railroad ever made from Topolobampo Bay; who located and mostly cleared of brush and partly graded the first section of 25 miles; who discovered and had surveyed the only practical railroad route yet found over the Sierra -

Madre in this region of the Continent; and who has made, in person or has had made, under his directions the survey of over 4000 miles of railroad routes from Topolobampo Eastward, Northward and Southward.

It was Mr Owen who surveyed and planted posts on the lines of the Zona Sanitaria ; who laid out "Pacific City" site", approved by Mexico; who cleared the shore, at the landing, of brush and trees, built the stone pier into 16 feet of water, erected a store house on said pier, put up "Alberton Hall" for his offices, and "Harbor Hall" to accommodate settlers on their arrival; who, at a cost of \$.12.000, constructed a Custom House and turned it over to the Mexican Government; who placed the first buoys on the bar; who had Topolobampo Bay officially opened for a harbor and for a port for coastwise vessels; who bought the first sloop to establish communication between Topolobampo and Guaymas; who sent, from the States the first steam-launch that ever appeared in Topolobampo waters; who constructed the first and only wagon road around the shoulders of the rocky hills, without which it was impossible to go with a wagon to or from the landing; who arranged for the supply of fresh water to be brought from "Las Copas", six miles distance, and kept at the landing for the animals and men who came with and for freights; who established the first meteorological station at Topolobampo and made monthly weather reports to Gen. Greeley at Washington, D.C.; who had the Mexican Government to establish the first Post Office at Topolobampo; who had the Mexican Government to appoint the first Sanitation, game, and Fish Commissioner at Topolobampo and its vicinage; who brought and landed the first freight and colonists that ever came to Topolobampo; and who, in face of the petition to the Mexican Government by the Fuerte Valley Citizens, that white men would perish if permitted to stay at Topolobampo Bay, where not even Indians had ever ventured to remain, settled a group of his colonists who have during 16 years, lived on those shores and have experienced the best of health and the most enjoyable climate- summer and winter- that can be found in any part of the world. It was Mr Owen who opened the first and only schools

and the first and only circulating library (over 3.000 volumes), and who published the first and only newspaper at Topolobampo; and it was there that he sent Prof. Edward Daniels, of Gunston Hall, Fairfax County, Virginia, to test and report upon the Pitahaya Gas which, for fuel and light, was found to be the very best and cheapest ever discovered. It was Mr. Owen who surveyed and mapped and estimated several lines for an irrigating Ditch; who filed maps and reports at Mexico City, and had the same approved by the Government who dug the Ditch in accordance with these maps and profiles there filed; who settled colonists on the "Mochis" cleared, fenced and opened the same up for agricultural purposes; who, personally, and out of his own pocket, paid the first and only taxes that were paid on  $80.3/8$  % of the "Mochis" lands during several years, and until others, who had interest in these lands saw that by Mr. Owen's labor they were becoming of value; who obtained from Mexico, concessions and surveyed and mapped the coast and <sup>islands,</sup> ~~islands,~~ North and South of Topolobampo Bay, and all the lands for 40 miles, back from the coast and on either side of the railroad he located; who dug wells to see the character of the soils, and where the water supplies are; who opened farms and showed what could best be raised; who sent expeditions into the mountains to report the mines, timber, and other prospective business, in order to give importance to Topolobampo and its railroads; who had four newspapers published weekly- one in Jersey, one in Topolobampo, one in New York City, and one in Kansas- in order to make known Topolobampo, its harbor, its climate, its geographical advantages, its City-site, and its back country resources; who published and sent Maps and illustrations and pamphlets descriptive of Topolobampo, into every State of North America and of Europe; who, from first to last, has been the only person to take out and maintain, through a series of years, concessions for railroads and colonizations which have in any way aided Topolobampo and its adjacent lands; who has been the only person to reply to attacks made against Topolobampo, its bar, its climate, its railroad routes over the Sierra Madre, and its claims as a superior

location for a great commercial, manufacturing and agricultural - City.

And Mr. Owen, during 28 years, has been the one and only person who has, constantly and consistently, forwarded, at all times and in every way that has been possible, the interest of Topolobampo and vicinaje; and, in doing this, in Mexico, the United States, and Europe, he has spent, and caused to be spent, several hundred thousand dollars (gold), and has never been aided as much as by one cent, by either Dr. Carman, or Don Blas Ibarra; and, during most of this long struggle, to bring Topolobampo into popular favor Mr. Owen has been opposed, betrayed and conspired against, by persons whom he has interested to visit Topolobampo and its neighborhood, and by Mexicans who live in the Fuerte Valley, and who have received, and who will continue to receive, the most benefits from Mr. Owen's life labors. Not at any time or in any way has Dr. Carman, or Don Blas Ibarra, ever occupied the lands on Topolobampo Bay, or had any thing to say, or do, in regard to them, since they were surveyed by Fred. G. Fitch, and they took out the patents for the same from Mexico, Dr. Carman was never upon the lands, except on the one occasion spoken of, and Don Blas Ibarra, to the knowledge of Mr. Owen was never on Topolobampo Bay in his life. Not so much as one cent has Dr. Carman, or Don Blas Ibarra, ever spent, in any way, at any time, to improve, or settle, or advertise, these lands. From the first up to the present hour Mr. Owen has held the only certified copy of the patents, or deeds, of the Topolobampo City-site lands, which were sent him at the time he was given the maps of the surveys of the lands by Fred. G. Fitch, and the Power of Attorney and the letters, by Dr. Carman and Don Blas Ibarra, showing Mr Owen's interest in said lands.

The Colonization Concessions, granted by the Federal Government, at Mexico City, to A.K. Owen, in 1882, 1890, and 1897, all stated that Mr. Owen owned lands on Topolobampo Bay and in the "Mochis", and this published announcement has never been disputed.

In regard to the existing concession for a railroad to Topolobampo Harbor, which was arranged for in April last in the City

of Mexico by The Chihuahua and Pacific Railroad Company, Mr Owen-  
 was the person who brought this about. It was done in this way:-  
 In May 1899, Mr. Owen arrived in Mexico City to get his railroad -  
 concession renewed which ran from Topolobampo to Presidio del Norte  
 He had had deposited, before he came, at H.B.Hollins & Co's Bank -  
 in New York City \$ 40,000 in gold and securities, to give earnest  
 to what he might do in Mexico City A mutual friend brought him and  
 Enrique C.Creel, the Vice President of the Chihuahua and Pacific  
 Railroad Co., into a conference which resulted in their making an  
 agreement to work together to get a railroad concession to Topolo-  
 bampo. Mr. Owen, on his part, agreed not to ask to have his conces-  
 sion renewed, but to work to interest capital to build from Guerre-  
 ro over the surveyed route by Mr Owen to Topolobampo. Mr. Creel, -  
 on his part, was to have his Company's concession amended, so as -  
 to get additional subsidies, and to go to Topolobampo and was to -  
 turn the whole concession thus amended, West of Guerrero, over to  
 Mr. Owen, as soon he got an organization enlisted to carry the --  
 work out Papers between Mr. Owen and Mr. Creel were exchanged (May  
 21<sup>st</sup> and 22<sup>nd</sup>) in Mexico City and on May 29<sup>th</sup>, in New York City. Mr.  
 Owen met the President of the Chihuahua & Pacific Railroad Company  
 with his advisory Directors, and the agreement made by Mr Creel was  
 ratified; and on June 7<sup>th</sup> Mr. Owen sailed for Holland and England -  
 to confer with railroad builders who had signified a wish to build  
 the Topolobampo Pacific The excitement of the South African war -  
 stopped these negotiations, and in October of 1899, Mr. Owen opened  
 negotiations with New York and Western men, which, in February last  
 led to Mr. Owen interesting Mr. Arthur B. Stilwell and Kansas City &  
 bankers in his enterprise, at Kansas City; and, in March, Mr. Owen  
 went to Chihuahua City, made Mr. Creel acquainted with what he had  
 done, introduced to him one of the persons who had organized "The-  
 Kansas City, Mexico, & Orient Railway Company", and arranged for Mr  
 Stilwell to meet Mr. Creel, and through him Governor Ahumada, of -  
 the State of Chihuahua. It was while in Chihuahua City, during this  
 visit, (March 1<sup>st</sup> to March 10<sup>th</sup>) that Mr. Creel telegraphed Mr. Sly -



and Col. Payne, who were then in Mexico City, or Guadalajara, to come to Chihuahua City, to confer with Mr. Owen on this business- they being Directors of the Chihuahua & Pacific. After this interview, Mr. Owen went back to Kansas City, and prepared Mr. Stilwell to meet Mr. Creel at Chihuahua City; and taking a letter from Mr. Mr. Stilwell stating what he was ready to do in case the Concession was amended, as agreed, to turn it over to him. He had also letters from the Kansas City bankers who were backing Mr. Stilwell in this enterprise, to four National Banks in New York City. Mr. Owen went to New York City and conferred with the Directors of the Chihuahua & Pacific through <sup>Mr.</sup> Sly, and had them to promise to cooperate with Mr. Creel to get their concession amended as stated, and to have it turned over to Mr. Stilwell and his organization. Having done this Mr. Owen was in Mexico City on April 1<sup>st</sup> to assist Mr. Creel and <sup>Mr.</sup> Stilwell to come to satisfactory terms- all of which was, accomplished by April 21<sup>st</sup>, and Mr. Stilwell, on that day, left for the States, more than satisfied that he would have, in a few weeks, - the best concession that Mexico had ever given to encourage a rail road to be built to Topolobampo.

In conclusion, it must be here stated that Mr. Owen offered both to ~~Mr.~~ Creel and to Mr. Stilwell the option which he was getting to buy out the interests of the Carman heirs in Pacific City-site; but they both, acting together, turned it down, as both of them did separately before and after; and Mr. Owen had to hasten in answer to telegrams, to New York City, to sign the option, and and make payments agreed- May 28<sup>th</sup>, and August 15<sup>th</sup>- and, in doing so, had to contend with entirely new persons to settle and build-up Pacific City and its vicinage.

In this connection, it should be known that it was Mr. Owen to whom Mr. Stilwell sent John L. Case, the Chief Engineer of the Kansas City, Mexico, and Orient Railway Company, when Mr. Owen was in Chihuahua City, during March last. It was Mr. Owen who introduced Mr. Case to Mr. Creel and who gave him maps and instructions, and letters to assist him across the Sierra Madre, and in his reception at Topolobampo; and it was Mr. Owen who accompanied Mr. Case to the end of the <sup>Chihuahua Pacific</sup> railroad and started him under the very best auspices possible for such a trip. It was Mr. Owen who furnished Mr. Stilwell with all his data on the mines and timber and resources of the Sierra Madre and the country along the route of the railroad from Topolobampo to Precidio del Norte; who gave him a complete set of maps, surveys, estimates of the cost and for the business for the entire route from Topolobampo to Precidio del Norte; and it is the photographs taken by Mr. Owen and the reports that Mr. Owen published in his pamphlet, in London, in 1894, that Mr. Stilwell is using now in his prospectus to influence capital to build the railroad across Mexico to Topolobampo.

TRADUCCION.

M E M O R A N D U M.

México, Octubre de 1900.

ALBERTO KIMSEY OWEN, en el mes de Septiembre del año de 1,872, examinó y reconoció los terrenos á orillas de la Bahía de Topolobampo, así como todos los adyacentes y circunvecinos, hizo sondeajes de la expresada Bahía y de sus canales; y, debido al informe por escrito que rindió, y á las recomendaciones que hizo al Dr. Benjamin R. Carman, y á las descripciones y á las vistas ó ilustraciones, que hizo personalmente á Don Blas Ibarra, de Fuerte, en el Estado de Sinaloa, inmediatamente despues resultó la sociedad entre los referidos Carman é Ibarra, siguiendo á poco los denuncios y la toma de posesión de los terrenos para la proyectada Ciudad y de "Baviri" en la Bahía de Topolobampo, y de los "Mochis" al Oriente de dicha Bahía.

Fueron los Informes y los Mapas, publicados por Owen, los que primero dieron á conocer á las autoridades Mexicanas, el puerto de Topolobampo con su Bahía interior, que eran completamente desconocidas de los funcionarios del Gobierno, en México, y del público en general. Fué Owen quién obtuvo del General Ulyses S. Grant, Presidente de los Estados Unidos, que ordenara al Comandante George N. Dewey, de la marina de los Estados Unidos, practicara el reconocimiento y formara el Mapa de la entrada de la Bahía de Topolobampo, en el año de 1874; y fué Owen quién publicó el primer mapa correcto del Golfo de California, presentando á la Bahía de Topolobampo en sus relaciones geográficas con la América Septentrional y el Oceano Pacífico.

El Doctor Carman nunca vió á Topolobampo, ni visitó ninguno de sus terrenos adyacentes, ni tampoco los terrenos de los "Mochis", antes del año de 1881 que fué cuando Owen le remitió \$ 10,000 (en oro) por conducto de George W. Simmons, de Oak Hall, Boston, quién, con su hermano y el Capitan Price, de Independence, Missouri, fueron comisionados por Owen para acompañar al Dr. Car-

man, de Mazatlán á Topolobampo, y de allí, á lo largo de la línea proyectada para el ferrocarril, escogida por Owen á través de la Sierra Madre, via Santa Rosalía y Eagle Pass, hasta San Antonio Texas. Con motivo de esta primera y única visita del Dr. Carman á Topolobampo y á El Fuerte, fué cuando, sabiendo Owen que el Dr. Carman y Don Blas Ibarra habian descuidado pagar al Gobierno Mexicano los timbres, derechos y patentes necesarios para asegurar los títulos de propiedad de los terrenos de los "Mochis", el referido Owen -á quién antes y repetidas veces, había asegurado que todo había sido pagado- tuvo que remitir \$ 5880 (en oro), cuya suma pagaba en su totalidad aquellos terrenos. Un 50 por ciento de esta adquisición en tierras, ó sea la mitad de ellas, fué adjudicado á la Compañía del Ferrocarril, que había adelantado aquella suma de dinero; un 31  $\frac{3}{8}$  por ciento fué puesto en manos de George W. Simmons, como Fideicomisario por la Compañía del Ferrocarril, Carman, Owen, y Fitch; y el resto fué asignado á Don Blas Ibarra y á sus amigos, por su cooperación y ayuda para la adquisición de las tierras, que habían sido denunciadas conforme á la Ley.

Fué Owen quién organizó en 1880-81, en Boston, en New York, y en Washington, un grupo de personas notables, con el objeto de obtener concesiones para la construcción de un Ferrocarril de Topolobampo al Golfo de México; y quién, con la bondadosa y eficaz ayuda del General Ulysses S. Grant, y del Hon. Matias Romero, Ministro de México en Washington, logró reunir una suma de \$ 30,000 (oro) para gastos; fué Owen quién estuvo en la Ciudad de México con el General Ulysses S. Grant, con el Ministro Don Matias Romero, y con Ulysses S. Grant, junior, y solicitó y obtuvo la primera concesión para la construcción de un ferrocarril partiendo de la Bahía de Topolobampo. Las personas, muy caracterizadas, que Owen consiguió, á la sazón, hacer entrar en la Empresa, fueron: el General Benjamin F. Buttler, Wendell Phillips, Henry Hastings, el ex-alcalde Municipal de Boston Frederick O. Prince, el General John B. Gordon, el Senador Ben.

Hill, el Senador Joseph F. Johnson, el ex-Gobernador de Tennessee John C. Brown, E. A. Buck, Drake De Kay, la casa Grant & Ward, el General Samuel A. Price, de Missouri, el Ingeniero en jefe Sickles, del Ferrocarril Union Pacific, y otros. Mas adelante, Owen atrajo á su empresa, á las personas siguientes: Hon William Windom, Walter C. Gilson, Jesse R. Grant, Hon. W. K. Rogers, Noble E. Dawson, y otros más.

Fué Owen quién hizo que Federick O. Prince y E. A. Buck (este último editor propietario de "The Spirit of the Times" de New York,) aceptaran la presidencia y vice-presidencia respectivamente de la "Compañía del Ferrocarril y Telegrafo de Texas, Topolobampo y el Pacifico". Mas adelante obtuvo de ellos que renunciaran en favor del Hon. William Windom y de Ulysses S. Grant junior. Fué Owen quién hizo que fuera constituido el depósito de \$ 100,000, en efectivo, en la Ciudad de México, como garantía del cumplimiento del contrato de concesión. Fué el mismo Owen quién hizo, personalmente, el primer reconocimiento y estudio para una línea de ferrocarril, desde la Bahía de Topolobampo; y quién localizó, desmontó y construyó los terraplenes de la primera sección de 25 millas de dicho ferrocarril; él fué quién descubrió y reconoció la única línea, ó ruta práctica para un ferrocarril, cruzando la Sierra Madre, en esta región del continente y él mismo, Owen, ha sido quién, en persona, ó bajo su dirección, ha reconocido y trazado mas de 4000 millas, de líneas, partiendo de Topolobampo hacia el Este, hacia el Norte y hacia el Sur.

Fué Owen quién practicó los reconocimientos y plantó los postes de las líneas de la Zona Sanitaria; quién proyectó y trazó la "Ciudad del Pacifico", cuyos planos fueron aprobados por el Gobierno Mexicano; él fué quién desmontó y limpió la playa, en el desembarcadero de Topolobampo, construyendo el muelle de piedra que allí existe en una profundidad de 16 pies, de agua, levantando un almacén sobre dicho muelle, un edificio "Alberton Hall" para oficinas propias, y otro - "Harbor Hall" - para albergar á los colonos á su llegada; habiendo construido, además á un cos-

to de \$ 12,000, un edificio de piedra para Aduana, que entregó al Gobierno Mexicano. Owen fué quien colocó las primeras boyas en la barra, para marear la entrada; quien hizo que Topolobampo fuera declarado puerto de cabotaje; quien construyó el primero, y único camino carretero contornando los cerros, sin cuyo camino no era posible ir al desembarcadero, ni venir de él. Fué Owen quien aseguró el abastecimiento de agua potable, llevándola de "Las Copas", á seis millas de distancia, conservandola en el desembarcadero para los hombres y los animales que van á buscar carga. El fué quien estableció la primera estación metereológica en Topolobampo, y quien arregló el envío de informes mensuales, al General Greeby, á Washington, D. C. Owen fué quien dió los pasos necesarios y consiguió que el Gobierno Mexicano estableciera la primera Agencia Postal en Topolobampo; que estableciera reglamentos sanitarios para el Puerto; y que nombrara un comisionado especial para vigilar la conservación de la caza y la pesca, en Topolobampo y sus alrededores.

Owen fué quien, el primero, desembarcó en Topolobampo colonos y carga diversa, á pesar de las afirmaciones de los habitantes del Valle del Fuerte, de que ni aún los Indios podían vivir allí. Esto mismo lo manifestaron al Gobierno, en un Memorial. Owen estableció allí un grupo de colonos, los que durante 16 años, han vivido en aquellas playas, disfrutando de excelente salud, en un magnífico clima, tanto en verano como en invierno, cual no puede ser mejorado en parte alguna del Mundo.

Fué Owen quien abrió las primeras, y únicas, Escuelas, en aquella comarca; quien estableció la primera, y única, biblioteca ambulante, con más de 3,000 volúmenes; y quien publicó el primero, y único, periódico en Topolobampo; y fué Owen quien envió al Profesor Edward Daniels, de Gunston Hall, Condado de Fairfax, en Virginia, para hacer experimentos y rendir informe sobre el "gas de pitahaya", que, como combustible y alumbrado, se ha encontrado ser lo mejor y más barato descubierto hasta ahora.

Fué Owen quien hizo los estudios y reconocimientos, y quien proyectó varias líneas para un canal de irrigación, canal que fué

*Fué Owen quien compró la primera goleta que estableció una comuna en el Valle del Fuerte, y el mismo Owen fué quien compró la primera goleta en el Valle del Fuerte, y el mismo Owen fué quien compró la primera goleta en el Valle del Fuerte, y el mismo Owen fué quien compró la primera goleta en el Valle del Fuerte.*

al fin abierto, desde los Tastes. Owen fué á la Ciudad de México y obtuvo la aprobación del Canal, por el Gobierno, depositando en el Ministerio correspondiente los planos, informes, datos, etc., etc. El canal fué abierto conforme á los planos, perfiles, etc., aprobados por el Gobierno Mexicano.

Fué Owen quién estableció colonos en los terrenos de "Los Mochis", desmontándolos y cercándolos, dedicando dichos terrenos á la agricultura. El mismo Owen fué quién de su propio peculio, ha pagado las primeras, y únicas, contribuciones que han sido pagadas sobre el 80  $\frac{7}{8}$  por ciento de los terrenos de "Los Mochis" en varios años. Es confesión de todos los que habitan aquella Comarca que los trabajos emprendidos por Owen han dado valor á aquellas tierras que, ántes, eran un desierto.

Ha sido Owen quién obtuvo concesiones del Gobierno Mexicano para hacer reconocimientos y levantar mapas de las islas que se encuentran á lo largo de la costa, al Norte y al Sur de Topolobampo, así como todos los terrenos 40 millas tierra adentro, y á cada lado de la línea trazada para el ferrocarril. Ha sido Owen quién hizo perforar pozos para estudiar las clases de subsuelo, y para averiguar donde se encuentra agua. Ha sido Owen quién estableció ranchos, experimentando de una manera práctica lo que se puede cultivar mejor. El ha enviado expediciones á las montañas, para hacer reconocimientos sobre existencia de minerales; para estudiar la clase de maderas que allí se producen; así como cualesquiera otras empresas ó industrias que allí puedan ser establecidas, á fin de desarrollar aquella Comarca; sobre todo lo cual, esas comisiones han rendido informes.

Owen ha sido quién, durante bastante tiempo, ha estado publicando periódicos semanarios -uno en Jersey, otro en Topolobampo otro en New York, otro en Kansas- con el fin de dar á conocer á Topolobampo, á su puerto, á su clima, á sus ventajas geográficas, á la localidad escogidas para la futura ciudad, á los terrenos circunvecinos, á sus recursos, etc., etc.

Owen ha sido quién ha venido publicando folletos, mapas, ilustraciones, descripciones de Topolobampo, haciéndolos circular pro-

fusamente en América y en Europa. El mismo Owen, desde el principio, hasta el fin, ha sido el único, durante muchos años, que ha estado consiguiendo y manteniendo concesiones para ferrocarriles y para empresas de colonización, relacionadas directamente con Topolobampo y comarcas adyacentes.

Ha sido Owen el único en replicar á ataques hechos contra Topolobampo, su barra, su clima, las rutas de su proyectado ferrocarril al través de la Sierra Madre, y las ventajas que presenta como superior situación para llegar á ser una gran Ciudad y un importante centro comercial, manufacturero y agrícola.

Y Owen ha sido, por espacio de 28 años, el único que con gran constancia, sin desmayar, y á costa de grandes sacrificios de tiempo y de dinero, de cuantas maneras le ha sido posible, ha defendido y esforzándose por hacer valer las ventajas de Topolobampo, tanto en México, como en los Estados Unidos y en Europa. Ha gastado y hecho gastar, en esta propaganda, algunos cientos de miles de pesos (en oro) y jamas ha recibido auxilio alguno, para esta obra, ni del Dr. Carman, ni de Don Blas Ibarra. Durante la mayor parte del tiempo que ha durado esta larga lucha para dar á conocer y popularizar á Topolobampo, Owen ha tenido en su contra una terrible y constante oposición, ha sido el blanco de odios, de traiciones, de conspiraciones, de parte de personas á quines había interesado en visitar á Topolobampo y sus alrededores, y por Mexicanos, vecinos del Valle del Fuerte, los que precisamente son los que más patentemente han podido comprobar los beneficios que les reportan y les seguirán reportando los trabajos llevados á cabo por Owen.

En ningún tiempo, ni en manera alguna, ni el Dr. Carman ni Don Blas Ibarra han llegado á ocupar los terrenos á orillas de la Bahía de Topolobampo, ni han tenido que decir una sola palabra acerca de ellas, desde que fueron deslindados por el Ingeniero F. G. Fitch y obtuvieron los correspondientes títulos del Gobierno de México. El Dr. Carman, nunca -salvo una sola ocasión- visitó estos terrenos, y Don Blas Ibarra, por lo que sabe sobre el particular Owen, jamas, durante su vida, estuvo en Topolobampo; ni un solo

centavo gastaron nunca, ni el Dr. Carman ni Don Blas Ibarra, en mejorar, colonizar, ó hacer valer esas tierras, ni mucho menos en darlas á conocer. Desde el principio, hasta la hora presente, Owen ha tenido la única copia legalizada de los títulos de los terrenos sobre los cuales está pròyectado el establecimiento de la futura Ciudad, títulos que le fueron remitidos cuando el Ingeniero Fitch levantó los planos, etc., de los terrenos deslindados, así como el poder, y las cartas firmadas por el Dr. Carman y Don Blas Ibarra, asentando la parte de interés que Owen tiene en dichos terrenos. (\*)

Respecto á la concesión existente para la construcción de un ferrocarril al puerto de Topolobampo, que fué arreglada en Abril último, en la Ciudad de México, por la Compañía del Ferrocarril de Chihuahua y el Pacífico, Owen fué la persona que arregló esto. Las cosas pasaron de esta manera: En Mayo de 1889, Owen llegó á la Ciudad de México para pedir la renovación de su concesión -de Topolobampo á Presidio del Norte- Antes de venir, había depositado en poder del Banco de los Srs. H. B. Hollins y Co., de New York, la cantidad de \$ 40,000 (en oro) para garantizar la buena fé de sus gestiones en México. Un amigo mútuo hizo que se encontrara con el Sr. Enrique C. Creel, Vice-Presidente de la Compañía del Ferrocarril de Chihuahua y el Pacífico; tuvieron una conferencia de la que resultó un arreglo ó convenio, para trabajar juntos y obtener una concesión para un ferrocarril á Topolobampo. Owen, por su parte, convino en no pedir la renovación de su concesión, y en trabajar á fin de atraer capitales para la construcción, desde Guerrero, y siguiendo la ruta ya reconocida y localizada por él (Owen) hasta Topolobampo. El Señor Creel, por su parte, se comprometió á que la concesión de su Compañía modificada de manera que se otorgara por el Gobierno nuevas subvenciones para ir á Topolobampo, en lo relativo á la parte, toda, al Oeste de Guerrero, la traspasaría á Owen, quién tenía ya una organización lista para llevar la obra á cabo. Cambiáronse documentos, entre Creel y Owen los dias 21 y 22 de Mayo, en México, y el dia 29 del mismo mes,

(\*) Todas las concesiones para estirrigacion, otorgadas á Owen por el Gobierno Federal, en México - en 1882, 1890, 1897, 1899 - dicen que Owen poseía terrenos en Topolobampo. "Los terrenos en Topolobampo y Los Mochis" y esta pública declaración nadie la desmintió, ni protestó contra ella.



en New York. Owen se embarcó para Holanda é Inglaterra, despues de haber conferenciado con el Presidente del Ferrocarril Chihuahua y el Pacífico, quién, de acuerdo con la junta directiva sancionó el arreglo celebrado con el Señor Creel, Owen se embarcó el 7 de Junio: Iba á Europa (á Holanda é Inglaterra) para conferenciar con ciertos constructores de ferrocarriles, que habían significado estar dispuestos á construir la línea de Topolobampo. La excitación y la ansiedad causadas por la guerra Sur Africana, hicieron que se paralizaran las negociaciones; y, en Octubre de 1899, Owen abrió negociaciones con capitalistas de New York y del Oeste, negociaciones que, en Febrero último, llevaron á Owen á interesar á Mr. Arthur E. Stilwell y á banqueros de Kansas City en su empresa. En Marzo, Owen fué á la Ciudad de Chihuahua y puso al Señor Creel al tanto de lo que había hecho, presentándole á una de las personas que había organizado "La Compañía del Ferrocarril Kansas City, México y Oriente", y arregló una entrevista entre el Sr. Creel y Mr. Stilwell, y de este último con el Gobernador Ahumada de Chihuahua, por conducto de Creel. Durante esta visita á Chihuahua (del 1º al 10 de Marzo) el Señor Creel telegrafió á Mr. Sly y al Coronel Payne -que estaban en México, ó en Guadalajara- que fueran á Chihuahua á conferenciar con Owen sobre el asunto, siendo ambos directores de la Compañía del Ferrocarril Chihuahua y el Pacífico. Despues de esta entrevista, Owen partió para Kansas, City y preparó á Mr. Stilwell á la entrevista con el Señor Creel, en Chihuahua; y recogiendo una carta de Stilwell en la que decía lo que estaba pronto á hacer en caso de que la concesión fuera modificada según estaba convenido, agregando que se la traspasaría. Tambien recojió cartas de banqueros de Kansas City, respondiendo por Stilwell en esta empresa, cartas dirigidas á cuatro Bancos Nacionales de la Ciudad de New York.

Owen fué á esta última Ciudad y tuvo conferencias con los Directores de la Compañía del Ferrocarril Chihuahua y el Pacifico, interviniendo Mr. Sly. Le prometieron cooperar con el Sr. Creel á fin de conseguir las modificaciones á la concesión, como queda

dicho, y hacerla traspasar á Mr. Stilweell y á su organización. Terminado todo esto, Owen se encontraba en la Ciudad de México el día 1º de Abril con el fin de ayudar al Sr. Creel y á Mr. Stilweell para que llegaran á entenderse de una manera satisfactoria, lo cual se consiguió el 21 del mismo mes, partiendo en aquella misma fecha Mr. Stilwell, para los Estados Unidos, muy satisfecho de haber logrado asegurar, en tan poco tiempo, la mejor concesión que México había dado, hasta ahora, para favorecer la construcción de un ferrocarril á Topolobampo.

Para terminar debe consignarse aquí, que Owen ofreció, tanto á Creel como á Stilwell, la opción que tenía para comprar la representación, ó el interés, de los Herederos de Carman en el terreno destinado á la proyectada Ciudad del Pacífico, pero tanto el uno como el otro, rehusaron.

A consecuencia de telegramas que recibió, Owen tuvo que marchar apresuradamente á New York para firmar la opción y hacer los pagos estipulados (Mayo 28 y Agosto 18). Entonces se encontró con que tenía que continuar entendiéndose con personas enteramente nuevas para arreglar la construcción de la futura Ciudad y desarrollar sus alrededores.

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# Supplement

to  
Memorandum of October 1, 1900

This is to show that, even when Dr. Benjamin R. Carman and Don Blas Ibarra were alive, the former was powerless to revoke the Power of attorney held by A. K. Owen.

After Mr. Owen sent \$10,000, gold, (in March 1881.) to Dr. Benjamin R. Carman so that he could visit Topolobampo and the "Mochis," and come to the United States, where he had repeatedly begged Mr. Owen to aid him to come, he got out of money, became discouraged and despondent, and he then turned upon Mr. Owen and did everything he could to denounce and to injure him, by weakening him in his business relations, with those whom he had organized to build a railroad to and to settle and build up a city at Topolobampo Bay, after years of labor and many expenses. While this spell of despondency lasted, in Dr. Carman's opinion, Mr. Owen became, from being a saint, the worst man in Christendom.

That Dr. Carman got so quickly out of funds was largely owing to his extravagant ways of living. The \$10,000., gold, gotten by Mr. Owen to pay the travelling expenses of three men — the Simmons brothers and Capt. Price — from Eastern points in the United States, by rail and steamer to Mazatlan; by stage to Fuerte; from Fuerte,

by horseback, to San Antonio, Texas; and from San Antonio, by train, to Boston, was a very large sum of money; but it was provided largely in order that Dr. Carman might have an ample amount to live comfortably in the United States while the Railroad Company, which Mr. Owen had formed, was getting into shape to go to work. However, instead of living within reasonable limits, Dr. Carman lived, <sup>in</sup> the most princely manner. At every stage of the journey, he spent money as if there were no end to his resources, had wines, and ~~sawed~~ canned foods, bedding luxuries, and camp outfit, like that of a great commanding officer, packed on mules over the mountains and across the Mapimi desert. He even had a body servant to assist him in his extravagance, and, when he reached the Pullman cars, in Texas, he insisted upon his body servant having the same extras as the use of a Pullman car by passengers imposes upon them. This same style was kept up in the States, at the best hotels, etc., until the money provided for by Mr. Owen was gone. Then, Dr. Carman immediately solicited Mr. Owen to provide him with more. This Mr. Owen did not do; and Dr. Carman was in such straits that he borrowed money, at all times, from persons to whom Mr. Owen had introduced him as a gentleman and a scholar.

The Boston parties in charge of the railroad company affairs failed to get the business into shape, or to pay promised sa-

laries, and the Attorney of the Company, at this low status of its finances, he being a genius at the game of division and silence, readily listened to Dr. Carman's grumblings against Mr. Owen, and, under his encouragements, Dr. Carman took steps to try and revoke the Power of Attorney that Dr. Carman and Don Blas Ibarra had given to Mr. Owen half a dozen years before; and they even went so far, (Jan'y. 13<sup>th</sup> 1882) as to draw up an Instrument of writing to declare null and void the contract of sale of the City-site lands made by Mr. Owen a year before, and to substitute one with identically the same language and ~~the~~ terms, made with the same Boston parties, solely that Dr. Carman might set Mr. Owen's name aside by substituting his own. However, it was found out, before this Contract was signed by Dr. Carman, greatly to his chagrin and mortification, that a Power of Attorney held by Mr. Owen, and signed by both Carman and Ibarra, was coupled with an interest in the lands, and that it could not be revoked by Dr. Carman alone, or by Don Blas Ibarra alone, or by both acting together; that the Power of Attorney was irrevocable, and stood in full force and vigor, until the purposes for which it was given were fully carried out by Mr. Owen; and this was in face of the fact that Dr. Carman claimed to have a full Power of Attorney from Don Blas Ibarra to do all and everything. And all this was reaffirmed when Mr. Owen reorganized the Railroad Company with Hon. William

Windom and Ulysses S. Grant, junior, at its head, the Boston parties having failed to do anything to organize a City-site Company, as they had also failed to put the Railroad Company on a business footing. Dr. Carman was glad to make loud his acknowledgements of Mr. Owen, and, on June 28<sup>th</sup>. 1883., to sign and to have his wife sign, and to send word to Don Blas Ibarra and his wife, to sign the contract for the sale of these lands, made by Mr. Owen <sup>with</sup> ~~to~~ said railroad company under said Windom, and in which it was expressly, clearly, and precisely set forth that Mr. Owen was the Attorney in fact for said Carman and Ibarra, and that the Power of Attorney held by Owen, from them, is coupled with an interest in the lands which he (Owen) had from the first been associated with, and of which he had been, was, and is still in possession; and every act by Dr. Carman and Don Blas Ibarra, from that time to this, goes to confirm that Mr. Owen was, and is, alone, in possession of, and is absolute in his dealing with the lands on and adjacent to Topolobampo Harbor, Sinaloa, Mexico.

N. B. The Instrument of writing, of Jan'y. 13<sup>th</sup>. 1882., referred to above, was signed by Ex-Mayor of Boston, Hon. Frederick O. Prince, but not by Dr. Carman. Mr. Prince did this so as to stop Dr. Carman from talking among those who were getting more interested in the railroad enterprise.

Any one who has ever enlisted capital in a new enterprise, in a new country, can readily understand how a man of Dr. Carman's calibre could discourage investors when he was attacking the character of the founder of the enterprise. And as it might be inferred that Mr. Prince did not have a complimentary opinion of Mr. Owen, it may be well, just here, to give a quotation from a letter, dated Jan'y. 25<sup>th</sup> 1896., from Mr. Prince to Hon. John H. Rice: -

..... "To be serious, what a wonder Owen is! I have never met in my long life a man with such patience, perseverance and unfaltering devotion to a cause, in spite of opposition, impediments, and disappointments of every kind. He has deserved success." .....

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## Traducción

### Suplemento al Memorandum de Octubre de 1.900.

Lo que sigue tiende á demostrar que, hasta cuando vivía el Dr. Benjamin K. Carman, y también en vida de Sr. Blas Ibarra, el primero, á pesar de sus esfuerzos, no pudo conseguir la revocación del Poder que ámbos habían conferido á A. K. Owen.

Después de que Owen hubo remitido \$10.000. al Dr. Benjamin K. Carman, (en Marzo de 1881.), á fin de que pudiera éste visitar á Topolobampo y á "Los Mochis", é ir á los Estados Unidos, adonde hacía tiempo deseaba ir, habiendo suplicado á Owen, repetidas ocasiones, que le ayudara, proporcionándole dinero para realizar su viaje, gastó todo el dinero, se desanimó, se dejó dominar por el mal humor, y se volvió en contra de Owen, no desperdiciando oportunidad para hablar mal de él y desprestigiarle en sus relaciones con las personas con quienes estaba en negociaciones para colonizar y edificar una ciudad en las Tierras de la Bahía de Topolobampo — negociaciones que, para llegar al grado á que habían llegado,



le habían costado mucho tiempo de trabajo y mucho dinero. Todo el tiempo que duró aquel acceso de mala voluntad, de parte del Dr. Carman, éste repetía por todas partes que Owen, lejos de ser un santo, era el canalla mayor que pisaba la tierra.

El que el Dr. Carman se quedara sin dinero tan pronto, fué debido en gran parte á su extravagante manera de vivir. Los \$10,000 (en oro) que Owen consiguió para pagar los gastos de viaje, etc., de tres personas — los dos hermanos Simmons y el Capitán Price —, de los Estados del este de los Estados Unidos, y para cuatro personas más, de Mazatlan, por diligencia hasta El Fuerte, de esta población, á caballo, hasta San Antonio, Texas, y desde San Antonio, por ferrocarril, hasta Boston, Mass., requerían una fuerte suma de dinero; pero se calculó una cantidad bastante considerable con el objeto de que el Dr. Carman tuviera lo bastante para poder vivir desahogadamente durante su permanencia en los Estados Unidos, mientras la Compañía de ferrocarril, que Owen había formado, se acababa de organizar y podía dar comienzo á sus trabajos.

Pues bien, en vez de arreglarse y de

vivir dentro de ciertos límites razonables, el Dr. Carman llevaba una vida de príncipe. Durante el viaje, en cada punto donde se hacía alto, gastaba el dinero como si nunca pudiera acabarse, y no se privaba de cosas exquisitas para la mesa, ni de verdaderos lujos, como si hubiera sido un millonario de la Quinta Avenida, de N. York. Le acompañaban numerosos criados, y una gran resaca de mulas de carga, al atravesar la Sierra; y, cuando llegó a la primera estación ferroviaria, en los Est. Unidos, insistió en que su criado de confianza tuviera las mismas comodidades que él, y que tomara pasaje en el carro-Pullman.

El dinero que Owen le proporcionara se había agotado. No tardó el Dr. Carman en pedir más. Pero Owen se negó a ello; y el Doctor se vio en grandes apuros; apeló al recurso de pedir prestado, repetidas veces, y con diversos pretextos, de personas a las que Owen le había presentado, "como cumplido caballero y hombre instruido."

Andando el tiempo, aconteció que las personas de Boston que tenían que hacer con los negocios de la Compañía del ferrocarril, fracasaron en sus esfuerzos por darle forma, no pudieron pagar sueldos, como lo habían prometido, y la situación se hizo difícil en extremo. En tan críticos momen-

tos, el Abogado consultor de la Compañía dió oídos á las quejas y murmuraciones del Dr. Carman contra Owen; y comenzó á dar pasos con el fin de revocar el Poder que á Owen habían conferido Carman é Ibarra hacía entonces una docena años: y él y Carman llegaron hasta á redactar un documento (el 13 de Enero 1882) por el que declaraba Carman nulo y sin valor el Contrato de venta del "terreno de la Ciudad", hecho por Owen, el año anterior, substituyéndole otro, con idéntica redacción y con las mismas condiciones, celebrado, ó haciéndolo aparecer como celebrado con las mismas personas de Boston, con el único y exclusivo objeto de hacer á un lado y de eliminar el nombre de Owen, apareciendo el suyo (Carman) en su lugar. Pero, antes de que esta maniobra se consumara, antes de que este Contrato llegara á ser firmado, el Dr. Carman, aunque bien á su pesar, tuvo que convencerse de que el Poder otorgado á Owen, suscrito por Carman y por Ibarra, llevaba aparejado un interés en las tierras, y no podía ser revocado, ni por él ni por Ibarra, aisladamente, ni siquiera por los dos, obrando de común acuerdo. Tuvo que convencerse de que dicho Poder es irrevocable y conserva toda su fuerza y vigor mientras no

hayan sido llevados á cabo los fines  
 y propósitos para qué fué otorgado á Owen.  
 Y, cuando este último reorganizó la Com-  
 pañia del ferrocarril, con el Hon. William  
 Windom y Ulysses S. Grant, junior, al frente  
 de la empresa, despues de qué las perso-  
 nas de Boston habían fracasado, tanto en  
 lo relativo al ferrocarril como en lo rela-  
 tivo á las tierras; y, cuando la nueva Com-  
 pañia organizada lo estaba bajo un pie  
 de negocio, serio, el Dr. Carman vió con  
 gusto una oportunidad "para volver á  
 quedar bien," y se apresuró á reconocer y  
 á confirmar los derechos de Owen, y el  
 día 28 de Junio de 1883, firmó él, é hijo  
 que su esposa también firmára, así como  
 firmaron sus socios y las esposas de estos,  
 un contrato ratificando y confirmando ple-  
 namente la venta que Owen había pacta-  
 do con la expresada Compañia, cuyo Pre-  
 sidente era el Hon. William Windom,  
 En ese contrato se decía, clara y termi-  
 nantemente, que Alberto K. Owen "es  
apoderado de hecho de los expresados Car-  
 man é Ibarra, y que el Poder en virtud  
del cual ha obrado, lleva aparejado un  
interés en las tierras, interés que ha tenido  
desde un principio; y que dicho Poder con-  
serva toda su fuerza y vigor, para los fines  
para qué fué otorgado."

Y todos, y cada uno de los actos, tanto del Dr. Carman como de Sr. Blas Ibarra, desde entonces, confirman plenamente que Owen era, ha sido, y es el único autorizado para todo lo relativo á esas tierras adyacentes al Puerto de Topolobampo, en Sinaloa, República Mexicana.

N.B.

El Instrumento de Enero 13 de 1882, á que se ha hecho referencia, arriba, fué firmado por Mr. Pince, ex-alcalde Municipal de Boston, y no por el Dr. Carman; y, como pudiera inferirse que Mr. Pince no tenía una opinión muy elevada de Owen, será bueno consignar aquí un extracto de la Carta que, con fecha 25 de Enero de 1896, dirigió Mr. Pince al Hon. John H. Rice:—

"....." La verdad es que este Owen es un hombre maravilloso! En mi larga vida, jamás había llegado á encontrar un hombre tan lleno de paciencia, de perseverancia, de fe y de abnegación tales, á una causa, á pesar de desengaños, de contrariedades, y de toda clase de obstáculos que ha sabido vencer. Es un hombre que merece alcanzar el éxito más completo."