

KELLOGG & BECKWITH

Frederick R. Kellogg,
S. Vilas Beckwith.

Dean Emery.
Thomas H. McKee.

52 Broadway,

New York, February 7th, 1902.

COUNSEL,
Cables: "Kelbeck".

Albert K. Owen, Esq.,
New York City.

My dear Sir:

Pursuant to your request that I should certify to you the results of the transactions which I have conducted on your behalf with the Carman heirs, I hereby advise you.

1. That this transaction has been completed; that all sums due to the Carman heirs under the original contract with you have been fully paid; and

2. That I have received on your behalf an instrument which purports to convey to you all of the right, title and interest of the heirs of Benjamin R. Carman deceased in and to the lands situated on Topolebampo Bay, Mexico, and vicinity, and more particularly described in the said instrument. A certified copy of this instrument, or the original, can be produced at any time that may be desired.

I am,

Faithfully yours,

(SIGNED) Frederic R. Kellogg.

KELLOGG & BECKWITH,

Frederic R. Kellogg.
S. Vilas Beckwith.

Dean Emery.
Thomas H. McKee.

COUNSEL.
Cables: "Kelbeck".

52 BROADWAY ,
NEW YORK, March 12th, 1902.

Albert Law, Esq.,
Los Mochis, District of Fuerte,
Sinaloa, Mexico.
Via Benson, Arizona.

Dear Sir:-

We are requested to inform you, and through you the Topolo-bampo colonists now on Los Mochis, that certain clients of ours have bought from the heirs of the late Benjamin R. Carman, formerly United States Consul at Mazatlan, Sinaloa, Mexico, all of the said Carman interests in the State of Sinaloa, except the lands formerly held by him in and about the City of Mazatlan.

The property purchased by our clients includes lands in Los Mochis. The payments for these interests have been made in full by our clients to the said heirs and the title papers are now in the possession of the former.

Mr. Albert K. Owen, of Baldwinsville, New York, has been given entire charge of this property with absolute authority to do with the same as to him may seem best.

As attorneys for the present holders of these lands we take occasion to communicate the above facts to you for your information in order that you may govern yourself accordingly.

Yours truly,
(Signed) KELLOGG & BECKWITH.

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Yours truly,

(SIGNED) Kellogg & Beckwith.

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Fuerte, 1 March 31, 1902

Kellogg & Beckwith,
52 Broadway,
New York .

Dear Sirs:-

I just received your welcome letter dated March 12th. Allow me to assure you that it gave me great satisfaction. I would have received it sooner but this Company that is trying to rob us of our homes and liberty have me here a prisner and I can not get a trial so my folks on the Mochis received it and noted the contents and then sent it to me. I do hope the Carman interest is on bed rock We are in perfect harmony with friend A.K.Owen and have no fear of him miss useing us We have Joseph Hampl, a colonist working for us here at present he is doing all that is in is power to defend us but the local courts and officers of this State act as tho they are bribed by Johnston Co I enclose in this a printed slip that we are circulating that will explain to you some facts. thanking you kindly for the information and good cheer that your letter furnished ~~me~~ us. I am yours truly

ALBERT LAW.

(COPY)

Kansas City, Mo.,

Aug. 22, 1902.

Mr. Zera Snow,
Attorney at Law,
Room 33, Concord Building,
Portland, Oregon.

Dear Sir:

I represent the Kansas City, Mexico & Orient Railway Company which is trying to build a railroad from Kansas City to the Bay of Topolobampo.

I was in San Francisco recently, and called on the wife of Lieut. Elliot Snow, who stated to me that her father, Dr. Carman, died owning an undivided half interest in what is known as the Topolobampo City site, consisting as I am informed of about 16,000 acres of land. Mrs. Snow also stated facts from which I infer that she and her sister, Miss Carman, are the sole heirs of, and succeeded to the interest of Dr. Carman in this land.

I told her that the Company that I represented wanted to get a right of way across the lands and about 35⁶ hectares in addition to the right of way for yards, warehouses and other terminal facilities at Topolobampo. She told me that she could not negotiate with me; that she knew nothing about business, and that the whole matter, with all of her title papers and data had been turned over to you and she gave me your address. I caused condemnation proceedings to be instituted for the right of way and for the 35 hectares additional as above stated. A preliminary appraisement has been made according to Mexican law and a decree entered putting my Company in possession of the property.

I find that there a number of claimants to the land, no two of whom agree as to the share of the others. The railroad company desires to establish a townsite in the neighborhood of the bay. I doubt, however, whether it can be successfully built up near the waters edge, because the hills are too precipitous, and too rocky to be leveled but there is plenty of level land a mile or two back from the waters edge where a townsite might be established.

-2-

I would be glad if you would give me some reliable information as to what interest the heirs of Dr. Carman hold in this property and what interest is held by others, giving me all the information you can as to who the owners of the property are, and also stating to me how much of this land, if any, your clients would be willing to donate, or sell at a nominal price, to be used for the purpose of a townsite. Of course you will appreciate the fact that the remaining part of this large body of land will be largely increased in value by reason of the building of the railroad and by reason of the establishing of the principal townsite on the land, and it would be well, I would suggest, that the property owners co-operate with the Railroad Company in the upbuilding of the port and improvements of all these lands.

A reply at your earliest convenience will greatly oblige,

Yours truly,

(SIGNED) J. McD. Trimble.

Room 33 Concord Building,
Portland, Oregon.

August 26, 1902.

Mr. J. McD. Trimble,
Kansas City, Mo.

Dear Sir:-

Answering your letter of August 22nd., I have to say: Mrs. Elliot Snow and her sister, Miss Carman, are the sole surviving heirs of the late Dr. Carman, who died sometime in 1884 or 1886. At his death he owned quite an interest in the lands on Topolebampo Bay, the extent of which was somewhat in doubt. They have, however, sold their interests as the heirs of Dr. Carman but I am not at liberty to give you the details of the sale, and beg to refer you to Mr. Frederick R. Kellogg of 52 Broadway, New York, to whom I have sent your letter, as likewise copy of this.

Very truly yours,

(SIGNED) Z. S. (Zera Snow)

Copy.

KELLOGG & BECKWITH.

52 Broadway.

New York, Sept. 29th. 1902.

Messrs. Trimble & Braley,

Kansas City, Mo..

Gentlemen;—

Since our last letter, we have consulted with our clients in regard to the Topolobampo matter.

At their request, we hand you a copy of a letter written July 31st. 1901, to your client, Mr. Stilwell, as President of the Railroad, together with a copy of the map, which at that time we forwarded to him.

We desire to repeat the statement therein contained that if your client depart from south and north avenue as ~~laid~~^{laid} out upon this map, it will cause our clients very serious loss and damage, for all of which we shall hold your clients responsible. Moreover, not only will damage be caused to us by the building of the road, but to your clients as well, for we shall take the necessary steps to compel the removal of the tracks if once laid.

If the suggestion contained in your letter as to co-operation of any sort between your clients and ours with regard to this enterprise is to be carried out, it will be necessary that our interests as above referred to, shall be fully recognised by you.

You have asked what is the extent and nature of our interests in this property. In reply we beg to advise you that our clients own absolutely all of the interests of the Carman heirs and that the property thus covered embraces all of the water front along the Straits of Joshua marked on the map, and also all of the water front on Ohuira Bay.

The exact metes and bounds of this land are not before us at present writing but can be furnished at any time if you desire.

In addition to this, our clients have an undivided 20% interest in all of the lands formerly owned by Don Blas Ybarra, which immediately adjoin the foregoing property ~~at~~^{on} the western side.

We are not prepared to accept your suggestion as to a donation of sufficient of this property to use as a townsite; but if you desire to enter into any business arrangement, our clients will give it their consideration.

Very truly yours,
(Signed) Kellogg & Beckwith.

COPY

Los Mochis Oct. 29th. 1902.

Mr. A. K. Owen,

Dear friend:

I received your welcome letter yesterday dated at Baldwinsville, the 14th. inst.. It does us lots of good to hear from you. xxxxxxxxxxxx.

George C. Law and Charley Hays have a contract for grading up near Sivijoa; and Bentley and Green have another still above that so the grading will all be completed as far as Fuerte by the first of December. Mr. Case, Stilwell's Engineer, told me a few days ago that he would give us another contract above Fuerte as soon as we got through with the one we have now. Of course, there are several other contractors grading at present. I had a talk with Mr. Nelson, the Locating Engineer, for the railroad, the first of this month. He came down from his camp on business but returned in a hurry. He says they had at that time the road located as far up as the Chinipas River. I don't remember the place; and I know that Case has settled with the land owners for the right of way far beyond Fuerte. They seem to get away from Topolobampo very slowly with the railroad but that is easy to account for because they are enlarging yard room at the bay front and putting in side tracks. They will very soon be able to shove the work rapidly. They have to keep a big force of men receiving the material from the ships to prevent a blockade. At present, they have but one locomotive with eight platform cars at work. But in a few days they will have another construction train unloaded; then they will use one to shove the track ahead and the other to receive the material from the ships. The ship that they are unloading now has 2,000,000 feet of ties and pilings on her and there are two more at anchor waiting to unload. I did not learn how much they bought. There are 10,000,000 feet of lumber bought to be delivered at Topolobampo as fast as it can be received from the ships; and the steel rails are coming faster than they will be able to lay them. The telegraph poles are being set and the wire stretched from Topolobampo to Fuerte; and the contract has been let, to an experienced bridge builder, from Topolobampo to Fuerte. He has four months to get them all in, and one month is gone now. I feel sure that we can ride from Topolobampo to Fuerte next March, at the furthest, on the railroad.

Topolobampo is attracting lots of Mexicans at present. They are flocking into there and establishing little stores and saloons and hotels and some are locating on the city site with milk ranches etc.. If some of your friends could see for themselves what the undeveloped resources are here they surely would hasten to acquire an interest here. It certainly would be hard to find a place anywhere else that furnishes the resources for good investments as this does. Some of the best Mexicans here are very anxious to get in on the bed rock if they have a chance.

xxxxxxxxxxxx I havnt time to write any more at present. xxxxxxxxxxxx

Yours YYY YYY as ever,
(Signed) Albert Law.

COPY.

Los Mochis, Sinaloa, Mexico,
November 2nd., 1902.

Mr. Owen;-

Dear Friend;-

Having worked at Topolobampo for a few days and took a few days to look around to see how things are progressing, I thought I would write you some of my observations. Topolobampo is as busy as a bee, though not so orderly, as the railroad material kept coming faster than the train could carry away, to where there was room to store it. They have two engines, 18 flat cars, a number of hand and push cars about 4,000,000 feet of timber, ties and piling, 5,000 rails, frogs, spikes and fish plates. Bridge work is contracted for as far as Fuerte, other grading contracts are being let above Fuerte. Mr. Nelson is away up in the mountains locating the road. The management told me that they expect to have the track laid to Fuerte by March, also told me ~~they~~ they expected other rails any time now for the main line, as they had sailed from Europe. All this may be a secret for when Mr. Case on enquiring what Mr. Dawkins was doing up on Hotel Hill and was told he was putting up a printing press and that now all the outside world would hear of the railroad and how it was progressing he replied "not if I can help it." The track laying has been slow. Johnson it appears has been meddling some in various ways. His agent here informs them he would put an injunction and Case did stop work at the wharf. How long it will be I dont know. I was told that the work laid out for me several weeks ahead when all at once three offensive men to Johnston were laid off, I one of them. Mr. Cox a capable machinist and locomotive engineer was discharged and a Mexican put in his place on his engine. On Mr. Cox demanding why they did so Mr. Case explained that he was only an employe and that a telegram had been received from Kansas City officials not to employ any person that was offensive to Johnston. As Cox is the man who received the ditch from Hart & Page he is particularly offensive to Johnston. We have felt all along that in some way the Colonists were set aside. The "Platt" (Farm) dont have one skilled man, and Mr. Case seems disturbed, The Colonists are the only skilled men that are here and all are helping Hampl. To think of officials of a grand trunk line stooping to gave such black balling orders here where there is nothing that can be done by such labor, as the natives are, so unskilled and slow in the commonest kind of work, I will send a copy of the decision of the Judge at Fuerte with the cases on usurpation of water. The Judge's seal is on the paper in hand. With the enforced idleness of the Colonists you may know with what eagerness we will hail the liberty to work, Although some grade work is left to Colonists tis said because they do it for less money is the reason. Yours with best wishes,

(Signed) J. H. Lutten.

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(Signed) J. H. Lutton.

JS

Port
Stilwell
Route

THE KANSAS CITY, MEXICO & ORIENT RAIL-
WAY CO., Legal Department.

Office of General Counsel.

Nov. 4th. 1902.

Mr. John Scott,
#15 Wall St.,
New York City, New York.

Dear Sir:

Your letter of the 30th of October to Mr. A.E. Stilwell was handed to me yesterday for reply.

I am greatly pleased to be informed that you entertain a favorable opinion of the Kansas City, Mexico & Orient Railway. Since writing my letter to Mr. Zera Snow to which you refer, I have had some correspondence with some New York attorneys who claim to represent the persons interested in the Topolobampo lands, the result of which was that the alleged owners manifested no interest in joining the Railroad Company in establishing a townsite on their property. Hence I have dismissed the matter from my mind, and have been looking elsewhere for a townsite.

I have no information as to what interest the said New York attorneys represented, nor who their clients were. We have entered upon negotiations for a townsite on lands other than the Topolobampo lands but if your clients care to make any proposition looking towards an establishment of the townsite on their lands, I would be glad if you would inform me as to the names of your clients, the interests that they hold in said lands, and what they are willing to do in the direction suggested.

As to terminal facilities for the railroad itself, you will understand, of course, that we have ample power under the laws of Mexico to condemn all the lands needed for that purpose.

Yours truly,

(SIGNED) J. Mc D. Trimble.

39 / 1
November 13th, 1902.

J. McD. Trimble, Esq.,

Gen'l. Counsel Kansas City, Mexico & Orient R.R.,

Kansas City, Mo.

My dear Sir:

I am favored by yours of the 4th inst. In reply to your questions, I beg to say that I have been selected to act as agent by the friends of the owner as also by the owner in this matter.

The name of my client, who is the owner, is Mrs. Louise Bigelow Owen. The interests she owns and for which payment has been made in full, are shown on the enclosed official map. The Carman-Owen land comprising about 11,000 to 12,000 acres is the absolute property of Mrs. Owen and I have seen the receipts for money paid therefor.

In the Ybarra tract, claim is made for twenty per cent. thereof. This claim I consider good, and it has been so pronounced by Mexican, and by United States lawyers having knowledge of Mexican law.

I perhaps should mention that Messrs. Kellogg & Beckwith, eminent counsel of this city, have acted for and have advised Mrs. Owen in the matter of purchase of, and title to, these lands.

As to what the owner is willing to do in the direction suggested, I beg to say:

I am willing to consider any reasonable proposal for terminals and adjuncts and access to deep water.

I am willing to discuss the best way for which to develop a townsite and with that view I invite your suggestions.

I stipulate however that these (terminals and townsite) must be treated as separate propositions.

I further beg to say I am acquainted with the Mexican law as to condemnation and the proceedings incident thereto, unless agreement be had. I propose to try for an agreement on all points which shall be paid to my client and protective of her interests, and I trust to receive your further reply at an early date.

Yours very truly,

(SIGNED) John Scott.

43 Cedar Street,
New York.

November 14th. 1902.

Albert K. Owen Esq.,
Baldwinsville, N. Y.

Dear Sir:-

Replying to certain proposals made by you in connection with the building of a shipyard at Topolobampo, on the West Coast of Mexico, I beg to say that to establish such a plant would require the warrant of some assured contracts, a determination on the part of the Mexican Government to restrict its coasting trade to Mexican built vessels, railway facilities, and a rebate of duty on material used for shipbuilding. It would be necessary to show that coal could be obtained at a reasonable rate, or else have the right to bring oil for shipyard fuel in free of duty.

With a site for a shipyard, under the above conditions, I am satisfied that the establishment of a shipyard would be profitable, and should be willing to interest sufficient capital to place one there.

Yours very truly,

(Signed) Lewis Nixon.

Port
Stilwell
Route.

THE KANSAS CITY, MEXICO AND ORIENT RAILWAY CO.

Legal Department,
Office of General Counsel.

Nov. 17th, 1902.

Mr. John Scott,
No. 15 Wall Street,
New York.

Dear Sir:

Your letter of the 13th inst. was received this morning. There are so many claimants to this Topolobampo property that it would seem impossible to state to any degree of certainty as to whom it does actually belong.

I believe, however, Dr. Carman did at one time have a large interest in it, probably one half originally. Just how much of that he disposed of before his death it is difficult to determine, but I believe that his heirs succeeded to a considerable interest at his death. If your client has acquired the interest of the Carman heirs, then she would, if I am correctly informed, own some substantial interest in the property, subject however, to contesting claims on the part of other people.

I suppose that you will readily appreciate that this property was of no value without the coming of a railroad to put it in the market, and also that the coming of a railroad to it would enhance the value of the remainder of the property not needed for railroad purposes to such an extent that what was left would be worth many times as much with the railroad, as all of it was without a railroad.

If the rule of damages which is established by the Mexican law be properly applied, as I suppose it will, that is in assessing the value of the property to be taken reference should be had to the tax value of the property, and that there should be deducted from that value the benefits, if any, which accrued to the remaining property of the owner by reason of the coming of the railroad, then it is clear that no damages should be assessed in favor of the owner, for our taking of what we should need of this property, because instead of being damaged, it would be largely benefitted.

I do not know just what the property has been taxed at, but do know that it has been inconsiderable, probably not over ten or fifteen cents an acre, and before the coming of the railroad, it never was worth as much as fifty cents an acre (Mexican Money).

For the purpose of getting title to the property, if your client has it, my client will pay her at the rate of One Dollar per acre (Mexican) for all the property which we will need for right of way and terminal grounds through the Topolobampo City site or "Pacific City" as it is called on the map which you enclose in your letter of the 15th inst.

We will want about 35 hectares for terminal grounds and in addition thereto a right of way 70 meters aggregating in all about 70 hectares. This offer of course is made with the understanding that your client can convey us good title to the property sought.

Last July we instituted condemnation proceedings for the land that we want there and have made the deposit of money required by the court, have been put in possession of the property, and have built a railroad over it. Now if we can get good title from your client, we would be willing to pay at the rate above specified and thus be enabled to dismiss our condemnation suit.

As to the question of town site. I doubt whether any of the Pacific City tract which is touched by the road would be suitable for townsite purposes. The land near the water is too precipitous to admit of such a town. Back of that the land is subject to overflow from tides to a considerable distance, and besides it would be necessary to establish the townsite if it is to be of any importance, near a water supply, which seems to be entirely out of the question on the Pacific City site. We are negotiating for a town site elsewhere, and if those negotiations ripen into a contract, we will have no necessity for troubling your client about that proposition.

The fact about it is, that the interests represented by your client have apparently heretofore failed to make themselves known so that we could treat with them. In fact, it would appear that they have been trying to conceal the whereabouts of the interest until now. I think it is too late to talk town site anywhere on the Pacific City tract.

Please let me hear from you at your earliest convenience on the matter of right of way and terminals, and oblige,

Yours truly,

(SIGNED) J. McD. Trimble.

COPY.

Los Mochis, Nov. 24, 1902.

A. K. Owen.

Dear friend--

Yours of 8th. inst. reached me Thursday. Yes, mine was sent and this will be via Port Arthur enclosed in another letter. The writer of a friendly letter took it to the office, paid ten cents for registering and after receiving the receipt waited till the ensealing was done just to be sure it would not be opened and read there.

At yesterday's meeting a letter was read from Hampl expressing surprise that water was still held from us. Minister Clayton had given orders long ago that we must have water. The officials here will not let us have water while they are paid for withholding. The man who is to let the building of bridges was here to get a horse to go up the line. He said "the cause of delay was a disagreement between Stilwell and a shareholder who represented \$60,000,000. The latter withdrew and the trouble is to be settled by lawsuit. The former arranged for the money elsewhere and the work will be pushed".

The foreman of construction at the Bay told Lutton he had orders to be ready by Jan. 1st. for the iron that is on the way around Cape Horn. To do so track laying has stopped and bridge building has to wait till the pile driver is not needed longer here. The whole force is enlarging the pier so the rails may be unloaded on the cars. Very good, but it means delay in getting the 100 kilometres in operation. The Doctor and telephone man of the Company was in camp to-day (Tuesday 25th.) on their return from a trip up the line. He said six months would be required. Last week the Luella brought four box and some flat cars. Has unloaded and gone for more railroad material. R

Retes sent Barboa word not to lease from Case but he had already done so. The keeper of the largest saloon wanted to build a house. He was told Case was not the owner of the land. He then asked why the owner was not here attending to business?

Three women were there who claimed they had been promised lots

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and wished themstaked off so they could build.

Dawkins passed a group of men; one of them asked what he was doing. Getting a printing press and fixtures in shape to build a paper. Then said another- people outside will know what we are doing here; "Not if I can help it" said Mr. Case.

Wilk Townend who came from the Yaqui recently says there are men to work on a railroad from the Cananillo mines in Sonora to this harbor. It will take in the coal fields and some mines on or near the Yaqui rio thence down the coast.

Mr. Retes says Case has notified Dawkins to move his building that the site on which it stands is wanted for a railroad office.

Friday, Nov. 28th. , the creditors of the Ditch Co. on the Yaqui have had it placed in the hands of a receiver. They think the government will give such of them as selected land a title for it.

As ever

(Signed) David B. Shaw.

{In the above words, written
in abbreviated form in the original
are written out.

02

New York, November 25th. 1902.

J. McD. Trisble Esq.,

General Counsel,

Kansas City, Mexico & Orient Railway,

Kansas City, Mo..

Dear Sir,

I duly received your letter of the 17th. inst. and have carefully noted contents.

It will aid me in this matter if you will kindly send me a map showing the land needed by your road for right of way, terminal and other purposes as located on the Carson tract. For this purpose you might use the map I sent you in my letter on the 15th. inst.. If you desire to retain the map however you are quite welcome to do so, and in that event I suggest you have your Engineer make another showing the land your road needs, on the same scale, however, as the Owen map.

I will write you later as to the history and ownership of this land. It will be a rather lengthy communication though, and I cannot get at it just yet.

Yours very truly,

(Signed) John Scott

(COPY)

New York, November 25th, 1902.

J. McD. Trimble, Esq.,

General Counsel,

Kansas City, Mexico & Oriental Railway,

Kansas City, Mo.

Dear Sir:

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Yours very truly,

(Signed) J. S.

(John Scott)

COPY.

Los Mochis, Sinaloa, December 7, 1902.

Mr. A. K. Owen,
Baldwinsville, New York.

Dear Friend; -

I open this letter with an apology for not having answered your welcome letter of July 30th.

When yours came to hand I (in company with Charley Hays) had taken a contract on the R. R. grade opposite Hecolna and until that was received I had no time of my own.

Friends Bentley, Green & Brink took a contract adjoining and following ours. Besides them there are two more contracts above, all contracted to finish by the 15th. inst., and which is now nearly completed.

I have been over the entire division from kilometer 100 to Topolobampo. When the before mentioned contractors finish, the grade will be completed to kilometer 98 excepting some 10,000 meters around Mt. Servin, which Hays and myself have agreed to take, and we start for Fuerte to-morrow to make the contract. We are to have the grade ready for track by the 15th. of February.

I was at Topolobampo last week, the first time since track laying began. The Company has two locomotives and 15 or 20 box and flat cars on the track. The Luella came in while we were there, loaded with railroad material, including 3 more box cars and I understood that she brought the tracklaying outfit, among other machinery.

They have only four kilometers laid at present but bridge work is to commence Monday, and tracklaying will be pushed with all speed possible. The general impression is that the road will be finished to Fuerte by June 1903. The Topolobampo colonists have done and are doing their share to forward the work, and have built a large per cent of the grade already completed.

Standing on the veranda at Alberton Hall and looking down at the crowd of hurrying busy workers, the steamers in the channel, the roar of the trains as it goes and comes, it seems that we are just awakening from a deep sleep and that our long dream begins to be a reality

#2.

and not a dream. It is shadowed by the question, (Is it for all, or only a selected few?)

Johnston has had work stopped on the pier. The Construction Company ~~was~~ was running this pier out beyond the Johnston warehouse, and it made it difficult for ships to lay up to heris pier, so all work has been ordered stopped on the R. R. pier and work already done ordered taken out.

The Company have four tracks laid out to deep water. The side hill is worked back nearly to the stone court and they now have considerable water font. It extends from where the E. F. warehouse stood on the east to where Dr. Klieben's house stood on the West. Lawrence Miller and I were in Fuerte the 24th. of last month and registered the Mapaui deed and sent a certified copy to Mr. Hampl. We sent \$330.00 to Mr. Hampl from friends in the colony, and I will take near \$200.00 more to-morrow for him and expenditures in Fuerte. The land suit is still pending. I will leave this letter open and explain more about suits etc. after a talk with the lawyer. The registering of the Mapaui deed carried quite a ripple in Fuerte. A nephew of Blas Ibarrai told me that they had sent word to Retes to go immediately to Mexico. I dont understand why he should go or what mischief he could do. I tried to find out why he was going but the conversation was interrupted. The impression I got was that it concerned this part of the land matter.

Our desire has always been to have our residence in Pacific City. My wife is constantly wishing for the time to come when we can build our ideal home in Pacific City. As yet it is a dream, ^{just such} as the R.R. used to be. We want to keep our old home here on the Mochis just because it has helped us through so many, many, dark hours, but it is in The City by The Sea that we want to make our own family home.)

It will take capital and strong influence to make this a success. Mr. Miller argues that we can make it without capital if once rights are established, but my friend, that is just where it takes influence and capital, to establish and sustain rights. If we had been let alone from the beginning, Los Tastes canal, Vegaton canal, the R. R. &

Pacific City would have all been a reality.

You speak of the storms that visit this coast. The storm of which you speak was a good strong Kansas breeze. It wrecked the old Romeno Rubio, but I guess it must have been insured, and you know it wouldn't take much wind to stir things up in an open sea harbor like Mazatlan. One or two cat boats were mashed against the pier at Topolobampo but that was through negligence. There was all kinds of still water in the harbor.

The largest ^s & flood I have experienced the eleven years I have been in Mexico, didnt tear a cane mat off our mat houses, at that time unprotected by trees or shrubbery of any description. Thirteen inches of water fell in nine hours, if my memory serves me right. I think that permanent houses should have the best of foundations, ample drainage should be provided, especially on Pacific City site, and the best roof is of corrugated iron, painted, and with an under roof with air space between to secure coolness during the summer months. Brick or stone is the best wall, brick being cheaper, because it can be made where needed and if well burned is just as good or better than stone. The opinion of appearance depends on taste of the individual.

December 15th.-- Well a week has passed since I began this letter. Lack of time prevented me from finishing it in Fuerte. We made and signed the contract of the Servin work with Mr. Case; Hays returned to Sufragio to build corrals and buy feed and I stayed in Fuerte just long enough to arrange with the lawyer for a certified copy of the division of Mochis, made in Chicago, to be sent to Mr. Hampl in Mexico, and to telegraph him balance of money after paying expenses in Fuerte contributed by friends of the colony, \$125.00 being all we had to send this time.

The land suit is still pending in the district court. Suit of S.S. Co. against Father and others for usurpation of water of the "Mochis Canal" was decided that there was no cause for action. This gave the apostater a clear case for damages and incriminated Johnston. As they didnt feel like carrying the fight any farther, Friend Bentley and myself made arrange-

ments with him to take up the case, and the lawyer is arranged with, and money deposited to begin action as soon as we deem it the proper moment and give the word. We think best to delay action for the present until some possible and very probable changes take place in official circles. The case is good for 20 years.

Father received a letter from you ~~some~~ two or three days past; It is quite laughable to hear the terrible tales of woe. We have sufficient abuses by robbers and bribed officials, God knows, but under the most trying circumstances we suffered them on a full stomach.

With best wishes for the future,

I remain, Your Friend,

(Signed) Geo. C. Law.

Minority Conference Room,

House of Representatives U. S.,

Washington, D. C., _____, 190

Los Mochis, Sinaloa, Mexico.

Dec. 23 - 1902.

Mr. Owen
^
Dunlop

X X X X X

The Colonists have signed two petitions asking that Mr. Sattler be appointed Consul at Topolobampo. He is a good business man, in every way capable and would look out for his Country's best interests. That man Hart only knows how well to fill his own pockets and to look out for the man who asks for his appointment, Johnston the President of the Sugar Company. He can and would play into Johnston's hands and to the detriment and loss of his Country. He is a schemer. Also, he left a wife and daughter almost paupers for the ^{people in the} United States to care for. Came here schemed against another man and took his wife and is living with her. If our Country has any pride in her official foreign officers, what a shame to have that man Hart appointed. I have heard he has filled

some state office and no doubt with view that
to assist him in this effort. The Mexicans as
high a dignitary in Mexican politics as Señor Orantia,
says that Hart is not a reliable man - that he
will take what is not his own".

x x x x x x x

(Signed)

~~Hannah M. Sutton.~~

Hannah M. Sutton.