

Copy.

Agreement made the seventeenth day of December, One Thousand eight hundred and ninety-six. Between Albert Kimsey Owen, of 38 Wall Street, New York City in the United States of America, Engineer, (hereinafter called the borrower) of the one part and Kinsley Dryden Doyle, of Derrybawn, Mayour Road, Sydenham in the County of Kent, Civil Engineer (hereinafter called the lender) of the other part.

Whereas the borrower is entitled to three Contracts or Concessions dated respectively the twenty-eighth day of February, One thousand eight hundred and ninety, the sixth day of January, One thousand eight hundred and ninety-two, and the first day of August, One thousand eight hundred and ninety-four, for the construction or working of a proposed line of Railway from Topolobampo Harbor to Presidio del Norte in Mexico and other works there. Now it is hereby Agreed between the parties

hereto as follows:

- 1.- The Lender will on the execution of this agreement lend to the Borrower the sum of Two thousand pounds.
- 2.- The said sum of Two thousand pounds to be used only for the purpose of paying the expenses of an expedition to Mexico to make a survey of and report on the said Railway, on which expedition the lender is to be engaged together with others, and all the expenses of the lender in connection therewith including the the journey out and return to England are to be paid by the borrower thereout.
- 3.- When and as soon as the borrower shall sell or part with the said Concessions or any of them and shall receive for the same any moneys or stocks, shares or securities or other property or moneys worth he shall pay to the lender the first moneys so received or the value of the stocks, shares or securities or other property or moneys worth first so received until he shall have paid to the lender in all in such

manner the sum of Nine thousand pounds and if the borrower shall duly fulfil his obligations hereunder he shall be further or otherwise liable to the lender for the said sum advanced or any interest thereon but on any default by the borrower to pay the lender such respective sums as aforesaid when so payable the whole sum of Nine thousand pounds or so much thereof as shall not have been then already paid shall be then immediately payable by the borrower to the lender.

4. - The borrower shall not part with or transfer the said Concessions or any of them without the Consent of the lender except by way of sale in such manner as fully to secure to the lender the payment of the sum of Nine thousand pounds in manner aforesaid.

5. - The borrower charges with the due performance of his obligations hereunder all his interest in the said Concessions provided that this charge shall not be construed as making any such transfer or mortgage of the said

concessions or any of them as would cause or en-  
danger a forfeiture thereof. And the borrower will  
also at the request of the lender obtain all ne-  
cessary Consents and take and execute all ne-  
cessary steps and assurances for legally accord-  
ing to the law of Mexico mortgaging and charg-  
ing the said Concessions with the payment of  
the said sum of Nine thousand pounds as afore-  
said.

6. - If any contract shall be entered into be-  
tween the borrower or any Company that may  
be formed for taking over the said Concessions or  
any of them or making the said Railway and  
any Contractors for the construction of the said  
Railway there shall if the lender shall so re-  
quire be inserted in such Contract a Clause  
making the Contractors liable to pay to the lend-  
er in equal shares upon the receipt by such  
Contractors of the amounts represented by the  
first five Certificates for payment given to the  
Contractors under such Contract the sum of  
Nine thousand pounds or so much thereof as

shall not then already have been paid by the borrower to the lender. Provided that this Clause shall not affect or lessen the liability of the borrower to pay to the lender the said sum of Nine thousand pounds at the time and in the manner aforesaid.

7. - Any engagements or liabilities made or undertaken by the borrower with or to Temp-ler Lethbridge Down of 3, Popes Head Alley in the City of London, Solicitor which would interfere with or prevent the performance by the borrower of his obligations hereunder are to be postponed to this Agreement and are to take effect after and subject to the performance by the borrower of this Agreement on his part.

8. - The employment by the said Albert Kimssey Owen of one Joseph Gurdon Leicester Stephenson, Civil Engineer, of 6 Drapers Gardens in the City of London, as Chief Engineer in charge of the expedition referred to in Clause 2. hereof and the payment to him of the said sum of Two thousand pounds shall be deemed to be a full

satisfaction of the obligations incurred by the said Albert Kimsey Owen under Clause 2. hereof.

As Witness the hands of the parties the day and year first above written.

Witness to the above signatures  
John W. Vallance  
Solicitor,  
20 Essex Street  
Strand

Albert K. Owen,  
By his Attorney  
Templer L. Down.  
Kinsley D. Doyle.

B. Denton Smith,  
Clerk to Messrs Vallance  
& Vallance, Solrs.  
20 Essex St. Strand

To Kinsley Deyden Doyle

In consideration of your making the advance referred to in the above written agreement, I agree to postpone my charge in your favor as provided by Clause Seven of such agreement, dated this seventeenth day of December One thousand eight hundred and ninety-six.

Witness John W. Vallance,  
B. Denton Smith.

Templer L. Down.

Received on the day of the date of these presents the above-mentioned sum of Two thousand pounds from the above named Kinsley Dryden Doyle.

Albert K. Owen,  
By his Attorney,  
Temple L. Down.

