

LOS MICHIS, Jan. 15th, 1901.

Mr. A. K. Owen,

Dear Friend:-

Thinking that perhaps my last had not reached you, and desiring very much to hear from you, Desmond and Green and others join in urging me to write again. Many rumors reach us, but we are in total ignorance of the facts as to many things of vital importance to us. It was rumored that you lost the Government's confidence, and that the Government was going to sell the ditch to, or transfer it to a Railroad Company or some other Company. These rumors seem to have some basis, such as reports in the papers and telegrams from Johnston, to and from <sup>The</sup> City of Mexico. As representative of the colonists, I telegraphed the President (Diaz): "that ditch belongs to colony and we protest against any transfer without fully considering our rights. We understand that Nettleton and Johnston were making an effort to gain control of land (Mochis) and ditch." The President replied: "Let the colony tranquilize itself. Any change or contract which may be made will have for its basis pre-existing rights." The "Old Guard" (The colonists who have in spite of every threat and discouragement stood firmly by Concessionaire Owen) joined in a petition or memorial to the President (Diaz) setting forth what we considered proper ground for our claim, and asking the Government clearly to define our rights here as colonists and about ditch and water. We have not yet received answer.

We hear that you have been lately in Mexico and have had an interview with President Diaz. If so, we feel that our memorial would

materially strengthen your hands. We ask you to inform us of whatever can effect us here and what has been done, or is being done as to the ditch. General Nettleton has been here and gone presumably to the City of Mexico on ditch business. All the time he was here he was dickering with the Riegos Co. and the K.S.I., but went away without doing anything definite as far as we were able to learn.

We learned that Johnston was in the City of Mexico and tried to get control of ditch and "Mochis", but we understand that he accomplished nothing.

The conditions here are simply unbearable, as Hart & Scally are running the pump and are again in command, and have succeeded in raising all the crops this season and further demand \$2.00 per acre for each irrigation. We have been paying \$1.00 and losing money, and such a charge is simply ruination, as they are attempting to get their water for nothing by making all others pay double the cost of pumping. The colonists are ready and willing and able, and have always been, to clean the ditch down to grade so there would not have to be any pumping. If we had things arranged so we would not be interfered with <sup>by</sup> Hart & K.S.I. Co., we could put the ditch in first-class order without financial aid. But Hart and party have technical possession by owning the pump and they have always objected to cleaning the ditch because if the water ran through the ditch without pumping they would <sup>else</sup> ~~seek~~ to be the dictators.

As you told us in your last letter that the ditch ~~had been~~ <sup>had been</sup> turned over to you, is it not possible to protect us in the cleaning of the ditch?

We have invented a method of cleaning ditch by means of

A.K.C.-----3.

floating dams that have done wonders at trifling cost, say \$500. This should be attended to before the raining season, as boats and dams must be ready before high water.

Hart & Scally, Riegos Co., K.S.I. Co., etc. have shown their hands so plainly that they have no following from the colonists, and the colonists would almost unanimously assist in claiming ditch and desire any change that would relieve them from <sup>the</sup> uncertainty of the present situation and from <sup>the</sup> extortions of present management of ditch. Streeter is here surveying Vegeton Canal.

We hope to hear from you, as we feel that you can give us the information we so much desire.

Yours truly,

W. H. BENTLEY,

M. G. DESMOND.

The Kansas City, Mexico and Orient R. Co.

Kansas City, Mo. March 5, 1901.

W. W. Sylvester  
Vice President.

Mexico Commercial Co.  
29 Broadway, New York.

Gentlemen:

Yours addressed to me at  
New York Life, Chicago, forwarded to me  
here. My office is 100 New England Build-  
ing, Kansas City, Mo.

Replying to yours of the 28<sup>th</sup>, beg to say  
that we are making great progress with our  
road, and although we have not actually  
completed any portion, we have upwards  
of 400 miles under construction in this coun-  
try and Old Mexico.

There are 75 miles of completed grade

from the Cimarron River North into Anthony, Kansas, and from Anthony to Wichita. Contracts have been let for the balance, 50 miles. Ties and rails will be laid on this section within 30 to 60 days, and the 125 miles from Wichita to the Cimarron River will be completed under contract of the parties building it, by Oct. 1<sup>st</sup>.

From the Cimarron River South to the Red River or Texas line, 152 miles of right of way has been obtained and building pushed rapidly.


Between Sweetwater and San Angelo, Texas, we have thirty miles of grade and eight miles of rails laid. In Old Mexico, we are preparing to build the first thirty miles from Chihuahua East, and on the extreme western end, Pt. Stilwell, formally Topolobampo, we will have 40 miles of completed road built between that port and El Fuerte.

by early Fall.

I take pleasure in inclosing under separate cover, a map of the road, a booklet, containing some interesting and valuable information, and a prospectus of the International Construction Company, which is building the Kansas City, Mexico and Orient Railroad.

Yours very truly,

W. W. Sylvester.



Alamos, March 30<sup>th</sup>, 1901.

Sinaloa & Sonora Mining & Smelting Co.,  
St. James Building, N. Y.

Gentlemen:-

We arrived in Alamos at noon yesterday. There has been a continued drouth here that now proves a serious thing, not alone for the community, but for us also; for many reasons, the principal one being that there is not enough feed for cattle horses and mules and it will be difficult to contract for transportation or freight. All the owners of mules that have corn and fodder to feed are swamped with freight to haul to Alamos and in bringing ore down from our district. They are very independent and asking high prices, all the smaller freighters being shut out. They cannot haul the freight for Alamos which has been steadily increasing. There is a boom on this section and it amounts to a gorge of freight at Agiabampo. Corn is worth \$9.00 a fanega of

about three bushels and beans are selling for \$16.00 a fanega. You can imagine what these prices mean in this Country as against \$3.00 for Corn formerly. I have talked with several freighters about our hauling but was unable to get any figures, much less to enter into any Contract; however, I do not think we will be blocked on this account.

We can get our hauling done if anyone can.

This feed famine here is really a serious thing, but within a few days I hope to be able to inform you that arrangements have been made to transport our freight to the end of the road as far as wagons can go. Regarding the sectional stuff weighing not over 300 lbs that is all right to go anywhere. I have been informed that the freighters bringing the ore down from our district are getting \$3.00 Mex. per carga, which is about \$10.00 gold per ton, figuring less than 7 cargas to the ton.

At Agiabampo I was simply astounded at the amount of ore sacked and piled up in long rows upon the beach, more than the



small steamers have been able to transport to Guaymas. All this came from our district. They are buying it and gathering it from the territory radiating from Choix and from up the Rio Fuerte, being principally copper ore. The road from Choix to the Gulf is very level and good, the same as from Agua-Caliente de Baca. The mules that are bringing the ore are indeed a pitiful sight to look upon, being so poor on account of short feed. There will be a greater famine for feed before another crop can be raised.

It is currently reported here that Wöhler Basting & Co. of Mazatlan are preparing to build a smelter at Choix and they are the people who are now buying and transporting the ore from up our way.

I can now inform you that the grading on Stilwell's road is well under way and they have about 1,000 men at work and they are putting on all they can get. Mr. Case, Stilwell's man, has his head quarters at

Fuerte and my information is strictly reliable. An engineer that I met at Agiabampo said that they had one tangent of road on a straight line for 38 miles and that they would run a train to Fuerte before the rainy season. The Stilwell people are shipping in corn from the U.S.. The whole country down here is in a fever of excitement and it seems as if we were in for it in many ways. The getting of laborers will also be a question. I have secured perfect information regarding the road and water between Agiabampo and Agua-caliente de Baca and also from Topolobampo.

(Signed) E. B. Tufts.

Extract from letter, by E. B. Tufts, dated  
Guaymas, March 25, 1901, addressed to  
Col. Wolcott, President, Sinaloa & Sonora  
Mining and Smelting Company.

St. James Building Broadway and  
26<sup>th</sup> St. New York.

"I was down to the dock to see the Captain  
of the "Alamos" and saw one thing that surprised  
me very much. He had brought up 1,500 sacks  
of high grade Copper ore from our own sec-  
tion. (Fuerte River section near Baca <sup>95</sup> miles  
Eastward of Topolobampo). The first lot of this  
kind of ore that I ever saw. The Captain told  
me that this lot came from Choix. There is con-  
siderable more activity down here than ever  
before and they are saying that work has ac-  
tually begun on Stilwell's R. R. and that it  
will be built as far as Fuerte anyway and  
that they are going to put on a steamer  
between Guaymas and Topolobampo."

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I can now inform you that the grading on Stillwell's road is well under headway and they have about 1000 men at work and they are putting on all they can get. Mr. Case, Stillwell's man, has his headquarters at Fuerte and my information is strictly reliable. An engineer that I met at Agiabampo said that they had one tangent of road on a straight line for 38 miles and that they would run a train to Fuerte before the rainy season. The Stillwell people are shipping in corn from the U. S. The whole country down here is in a fever of excitement and it seems as if we were in for it in many ways. The getting of laborers will also be a question. I have secured perfect information regarding the road and water between Agiabampo and Agua-caliente de Baca and also from Topelobampo.

(Signed) E. R. Tufts.

**KELLOGG & BECKWITH.**

FREDERIC R. KELLOGG.  
S. VILAS BECKWITH.

DEAN EMERY.  
THOMAS H. MCKEE.

**COUNSEL.**  
CABLES: "KELBECK."

52 BROADWAY,

NEW YORK, April 11th, 1901.

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

Dear Mr. Owen:-

We have written to Snow, as we promised you in accordance with the instructions in his letter of last August. Mr. Kellogg suggests that it would be well for you to wire him in addition briefly to the effect that payment is made, to avoid any possible question of lack of due notice.

Very truly yours,

*Kellogg & Beckwith*  
E.

Copy.

El Fuerte May 1901

My Dear Colonel:

Upon receipt of your telegrams I started for Topolobampo and spent four days going over the line. They have about one third graded and none of the rock work done, although the contracts have been given. There is about two kilometers of very heavy rock work at Topolobampo and as this contract has been given to a Mexican do not think with their primitive methods that this can be accomplished under four or five months. There is only one other place on the line where there is rock work and only for a distance of about 100 yards. The balance is all extremely easy but they are using shovels in the hands of native labor, not even road scrapers, and as the rainy season is coming



and am reliably informed that most of the labor will leave and go to planting, and as there is not a sign of a tie or a rail, cannot possibly figure out the road being in operation in the time mentioned.

It would seem a very simple proposition if they were going to rush the work to bring a steamer to Topolobampo loaded with ties, rails and necessary implements, also, a Construction train, and as soon as the rock work was done at that point, with a few American graders the road could be easily constructed in the time mentioned, but they are working in a very peculiar way, will not pay enough for American Contractors to take the work, this I got direct from men who came down to try and do business with them. I also, interviewed the different engineers on the line, and with the single exception



Los Mochis June 5<sup>th</sup> 1901.

Friend Owen:-

I am sure you will be surprised to get a letter from your friend George Law. You probably remember me as the "Kil" in the C. F. printing office. What a change there has been since those days before the conspirators and robbers had succeeded with their wrecking. To think of what a prosperous and happy Colony we would have been had it not been for the Conspiracy and to see what we are now after the wreck is enough to make one sick. I can't find a word to express the utter feeling of regret and sorrow I feel when I think of it. It is not only a loss to the people ~~concerned~~ directly concerned but to the Republic.

I presume friends have told you of Mothers death. She never complained of the poverty and hardships we were reduced to and always felt hopeful that you would succeed in the end.

It is useless to repeat the trials and hardships we have passed through the last few years. Although you have not been put through what we have and what we are passing through now I know you suffer with us.

We have cleared the ditch of bush and filth that had collected on account of neglect while in possession of Hart, and have ordered lumber for skid boats to remove the sand. We expect the lumber the 10<sup>th</sup> inst. and if nothing prevents we will have the ditch cleared to grade by the end of the rainy season. Hart is charging an outrageous price for water thrown by his pump. We cannot pay it and have enough left from crops to live on. He has tried every way possible in shape of threats and bluffs to prevent us from cleaning ditch. He even went as far as to take an armed force, Joe Scally, John Newton, John King and one or two others and pull father out of the

ditch after he had frightened away the men father had employed. Father complained to the political authorities but no definite steps have been taken yet by them. Proof to this statement can be obtained in the District Court. Hart's last boast is that the suit between the K. S. I & C. F. Co's was appealed to the Supreme Court of Mexico from Culiacan by himself and won.

Johnson is at present in Culiacan and sent Hart word to stay in Tzucate two weeks and he would have him put in possession of ditch.

If the decision of the Supreme Court is true I presume you know of it. It is incredible to us because, in the first place, father was never notified of the appeal having been made, and we cannot find any official record or notice of the decision of the Supreme Court. Even the local District Court was not notified, and as I understand

it that is contrary to all forms of law.

Johnson and Nettleton are doing everything in their power to get possession of the ditch through Hart and K.S.I. and it will be a sorry day for us if they do. We cannot give up hopes of establishing ourselves here, and although the prospect looks even worse to us than ever, we will stand by you until there is no sign of hope left, or we succeed. The "Old Guard" is reduced to few in numbers but we still stand.

Of course you know of the Inspector having been sent here to inspect Colony matters. He was an almost constant guest of Johnsons, and although we heard after he had been in the valley 2 weeks that he was sent to inspect Colony matters among other business. We only got a passing glance of him until it was resolved at our Colony meeting to send a Committee to ascertain the rumor and, if true, to

invite him to our homes. Mr Coy a new resident and good Spanish Scholar was chosen as a Committee. He went to Mr Johnsons Residence in Aguila, where Sr. Gonzales made his home while in the valley to present our request and invitation. After quite a long conversation in which Mr Coy explained that we represented the Colony. Mr Gonzales expressed much surprise and said that he had been under the impression that Hart and Page represented the Colony.

He very graciously accepted our invitation and the following Sunday paid us a short visit in Company with Mr Johnson, Hart and Scally in which he read us a document that appeared to be Johnsons and Nettletons reasons why they should have Concessions for water through the Los Jastes ditch and why you should not have. We

only could get a very unsatisfactory meaning from notes which Mr Dawkins took and to which we are replying only in a general way. I believe Mr Dawkins has written you about it already. We tried to get a duplicate copy of the document, but he would not let us have it, but said we might obtain one from the Secretary of Fomento.

We know that Nettleton & Company are trying to get possession here merely for speculative purposes and if they do get possession our hope of staying here and being free and independent citizens is lost.

I sincerely hope that the executive powers understand that and will protect you in establishing a Colony of free and independent Citizens instead of slaves to speculators.

The "Old guard" are with you still, to establish a Colony -- agricultural and manufacturing.



Mr Miller wrote to you I believe about transferring the trust of the ditch which you gave father & Page, to our Colony Company. We all feel anxious to have you do this. Father is getting feeble and unable to fight the battle any longer, and you know where Page stands. We understand the reason that Hampl's power was null is that he made Robles, the lawyer, angry by not trusting <sup>him</sup> with necessary expense money and Robles never had the power properly established. I guess it was best as it is.

Perhaps you have heard of me being married. I married Lilla Foss. The Fosses are still on the "Farm" and waiting with the rest of us "for something to turn up". We have two of the prettiest little girls in the Colony (we think). We live joining John, and Ida and our oldest girl and their "Don" have splendid times. Our oldest is named "Myrtle" and the baby "Shelma".

Since Mothers death father lives with Lilla and me. He is at present on the R. R. Camp just above San Blas, in my place while I am staying at home for a few days visit. Mr Bently, Green and myself are working a Contract there.

It is reported here that you are having some trouble with the R. R. Co. about changing the course of the road through City site. Hoping that you can get business settled satisfactorily and that we will know where we are at before long. I close with best wishes for yourself and family from

Your friend

(Signed) Geo. C. Law.

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Fuerte, June 17, 1901.

Dear Madam:-

1. I had forgotten to tell you that there is a bill here against you for the sum of \$72.50 that is the result of expenses incurred by the other interested parties for necessary consultations and the procuring of documents sufficient to protect the Topolobampo lands,--better known as the "three sitros" bought by Ybarra and Carman, from the owners of Bachomovampo. A company tried to declare these lands unpreempted, trying to make out that Topolobampo was a part of Bachomovampo and alleging that the cause for their being preempted was that the titles granted by the governor of the state had lapsed for want of representation.

2. As soon as this declaration was made by a famous lawyer Senor Peres Ace, all the owners got together much alarmed because the denouncing party said that Bachomovampo being null, all sale that the owners made of Topolobampo was also null and void. I was named as the representative for the defense and I consulted with various interested parties among them Don Miguel Careaga of Spain as a partner, Don Enrique C. Creel of Chihuahua also a partner and all were willing that I should represent them.

3. I had the satisfaction yesterday of receiving the news that we had been successful in protecting our rights. This was done through a lawyer Don Eustaquio Buelna from the minister of (Fomento) who have both declared that the governors of the states were sufficiently authorized to dispose of the unpreempted lands and in consequence all titles were legal and free from revision.

4. In the meeting that we held on the 15th of November, 1900, not knowing the residence of the Carman heirs we decided to bear an equal part of the legal expenses involved as nothing would be lost by it, in the meantime the heirs could be found and the bill rendered.

5. The expense amounted to \$145. and yesterday we had a meeting to read over the papers in my possession and I informed them that I was already in correspondence with you. They charged me to inform you so as to avoid delay in the public announcement of the decision. It was decided that as you hold a 50% interest you should pay one-half of the expenses. Should you fail to pay the state and municipal government expenses it will stop the contract from being celebrated here. I have been too busy heretofore to speak of these expenses.

(Sgd) CARLOS S. RETES.

P.S. #1. will be necessary.

I can make all just payments for you if you so authorize but I will need money to do so.

P.S. #2.

I advise you to pay all charges before the contract is presented for registration because now the land registered at a small value and naturally in the contract the valuation cited will be much more than inscribed on the books of the office of the state and for that price you will be charged in proportion to the value of the land stated in the contract. Your father did not inscribe the value of his property and the law says that its value shall be inscribed accord-

ing to the owners estimate. If you authorize me I will see what is the least you will have to pay if I represent the matter.

It is easy for one not understanding our land laws to make you pay much more and they can even make you pay from the time you acquired the 50% interest but I, who know the laws well, can state to the present administration the articles of defense that protect our rights and they would only make you pay for 5 years.

I have already told you that because I live here and because you are the daughter of my father-in-law's partner I will charge you nothing for my work. You may always expect from me the best of counsel and service.

(Sgd)

CARLOS RETES.

P. S.#3 :

For the said purpose a power of attorney signed by all of the heirs will be necessary.

Fuerte, Julio 1<sup>o</sup> de 1901.

Señora Luisa Carman de Snow,

San Francisco, California.

Muy Señora mía:--

Con la adjunta copia de la consulta que hizo al Ministro de Fomento de esta Nación, quedaron rivalizados todos los Títulos expedidos por los Gobiernos de los Estados en esa época y como el título de Bachomobampo fué expedido por el Gobierno del Estado de Sinaloa en 1849 como lo fué el de "PALOS BLANCOS" á que alude la dicha adjunta Consulta, quedó pues de plano reconocido el título de Bachomobampo por la Compañía concesionaria de deslindes, que pretendió declararlo nulo según la Consulta de un Abogado de nombre Señor Pérez-Arce, y decirlo como baldío, como también quedó y queda con dicha consulta resguardado y considerado como título legal para lo futuro.

Como los tres sitios de terreno comprados por la Compañía de Carman é Ibarra fueron de ese terreno de Bachomobampo localizados en el punto de Topolobampo, decía la Compañía deslindadora de terrenos, que si el título era nulo por expedido por el Gobierno del Estado y no por la Nación, que malamente los dueños de aquel, podían vender esos 3 sitios localizados, que no les pertenecían. Por esta razón los dueños que viven aquí é interesados de Topolobampo entramos en temor y por lo mismo se acordó en Junta nombrarme para que investigase y consultase á fin de reunir armas para la segunda defensa. Como lo hice consultando á un Abogado que vive aquí y con la cual se combatió la de Pérez-Arce; pero no dándose la Compañía deslindadora por vendida me puse á registrar los Archivos viejos de los dueños de Bachomobampo y al mes de investigaciones me encontré con una consulta hecha al más famoso y entendido Abogado que se conoce en el País Señor Lic. Bustaquio Buelna y sin embargo insistía la Compañía en la nulidad, por fin en otro Archivo viejo me encontré con la consulta del Ministerio al fin de los cuatro meses de mi nombramiento para la acumulación de Documentos y defensa, y con la cual se dieron por vencidos como dije á Ud. en una de mis últimas en que celebramos la victoria con un gasto repartible de \$145. y gracias á mi humildad para no contrariar la asignación que se me avisó haciendo despues del triunfo; de \$30. mensuales en 4 meses que trabajé con un gastobde escriterio de \$25. por que tenía que tener al tanto á todos los interesados residentes en España, Chihuahua y en ests. A Ud nada le remitía por falta de conocimiento de su residencia; pero todas mis operaciones y consultas las tengo en mi copiador de prensa, no adjuntándole por ahora más que la consulta principal ó sea con la que obtuvo el triunfo referido, la cual le copio al calce por estar un poco mal la copia de prensa, que de ella le adjunto á saber;--

"Un cello negro que dice;-- Jefatura Superior de Hacienda de Sinaloa= Jesús Castañeda Jefe Superior de Hacienda de Sinaloa=CERTIFICA;-- que en el Archivo de esta Oficina, perteneciente á la extinguida Agencia de Fomento, existe un Documento del tenor siguiente= Ministro de Fomento, Colonización, Industria y Comercio de la República Mexicana. Sección 1<sup>a</sup> = Colonización.= El título de propiedad expedido en 14 de Febrero de 1849 por el Gobernador de ese Estado á favor del Co. Jesús Gaxiola, del terreno baldío nombrado "PALOS BLANCOS" situado en la Jurisdicción de la Villa del Fuerte, y con la extensión de 39 y  $\frac{1}{2}$  caballerías, es legal por haber sido dado cuando regía en la República el sistema Federal, bajo cuya forma de Gobierno podrían las Autoridades de los Estados expedir esa clase de títulos. Lo que de superior orden digo á Ud. para conocimiento del interesado, bajo el concepto que esta declaración se entiende por la estención que expresa el mencionado título, más no por las dadas que resultaren al hacer la mensura, las cuales en todo tiempo pertenecerán al dominio de la Nación. =Dios y Libertad, México Enero 2 de 1862= Terán = C. F. Francisco Azkarate, Agente de este Ministerio=Mazatlán=Y para constancia extiendo el presente en el Puerto de Mazatlán á 15 de Diciembre de 1862= Jesús Castañeda=Rúbrica= Es copia íntegra de consulta original. Fuerte Marzo 11 de 1901=Carlos Retes, Rúbrica".=

Como esta Copia puede en todo tiempo referirse á la original que obra en mi poder con la cual se ampara su derecho al 50% en Topolobampo como consta de la Copia de la Compra de ese terreno hecho por Carman é

Ibarra, que le remití bajo Certificado el 24 del P. P. Junio,

pues que con ella se justifica la legalidad del título de Bachombampo, que es de donde depende el de Topolobampo.

¿No tiene Ud. documento legal bastante para representar un 10% en los terrenos de "Los MOCHIS"? Este terrero de los MOCHIS fué denunciado al Gobierno de la Nación por mí solamente, y adquirí los títulos, que por influencia de Señor finado padre, vendí en un 50% á la Compañía "THE TEXAS, TOPOLOBAMPO AND PACIFIC RAIL ROAD AND TELEGRAPH COMPANY", en seguidade dí á él un 10% y me hizo que asignara otro 10% á Mr. Owen y un 5% á unos amigos suyos de México, ó sea en junto un 25% de lo que me quedaba y me hizo también que por orden se juntara ese 25% al 50% vendido á la Compañía. Un Señor Ingeniero Mr. Pithon midió los terrenos de los Mochis, y por la medida la pagó con un 5  $\frac{5}{8}$ % y tanto él como su Señor padre me digeron que por su orden y disposición pudiera ese 50  $\frac{5}{8}$ % como vendido á dicha Compañía (que ellos sabían lo que hacían) por lo que tiré á esta una escritura de venta de un 50  $\frac{3}{8}$ % en lugar del 50% que solu le había vendido. El representante de la Compañía fué un Señor Jorge W. Simmons de Boston. El terreno éstees muy interesante y conozco toda la historia de él.

De Ud. como siempre atto, amigo y S. S.

CARLOS S. RETES. (FIRMADO)

KELLOGG & BECKWITH

Frederic R. Kellogg.  
S. Vilas Beckwith.

Dean Emery.

Thomas H. McKee.

52 Broadway,

New York, July 31st, 1901.

COUNSEL.

Cables: "Kelbeck".

Arthur E. Stilwell, President,  
Kansas City, Mexico & Orient R.R. Co.,

Dear Sir:-

On February 20th, 1901, we wrote to Mr. Arthur E. Stilwell, at 52 Broadway, New York City, on behalf of our clients, who represent both the Owen and Carman interests in the City site of Pacific City in Sinaloa, Mexico, - calling his attention to the fact that on March 8th, 1900, a plan of Pacific City was duly approved by the Department of Fomento of the Republic of Mexico, and on this plan or map were indicated certain streets and avenues upon which a railroad could be built. We further stated to Mr. Stilwell that we had been informed that he was constructing a railroad through this City site and that our clients owned or controlled an interest of 55% therein and that we desired to give him notice on their behalf that he must not construct this railroad, except on the streets and avenues indicated on the aforesaid plan or map; and that, in case of his so constructing a railroad elsewhere than on said streets or avenues, our clients would hold him responsible for all damages accruing on account thereof.

Further information has now reached us that the building of this railroad is progressing and that it is proposed to run the same through streets and avenues other than those indicated upon the plan or map approved by the Department of Fomento, as above stated.

It may be that our letter of February 20th, 1901, never reached its destination. Assuming, since our notice therein contained seems to have had no effect, that this letter miscarried, we are repeating this notice now and sending it to you by registered mail in order that there may be no doubt of your receiving full and explicit notice of our clients' rights in the premises and of the restrictions which you violate at your peril.

We trust that this letter will be sufficient to satisfy you that our clients will protect their interests in this property at any cost and that you will incur needless expense and trouble by violating the government instructions as to where in Pacific City any railroad must run.

Very truly yours,

Kellogg & Beckwith.



KELLOGG & BECKWITH,

FREDERIC R. KELLOGG.  
S. VILAS BECKWITH.

DEAN EMERY.  
THOMAS H. MCKEE.

COUNSEL.  
CABLES: "KELBECK."

52 BROADWAY,

NEW YORK,

*Copy*  
July 16 - 1901.

A.K. Owen, Esq.,

Baldwinsville, N.Y.

Dear Mr. Owen:-

I telegraphed you this morning that Snow had instructed Bank to send back the papers to-day unless the extra \$75. was paid. I find this payment in accordance with the agreement and I decided, after a good deal of deliberation, to advance this money on your account rather than have you run the risk of forfeiting your rights under the Snow contract. I have accordingly sent Mr Emery up to the Bank with our check and asked him to procure receipt from the Bank. The Bank telephoned me a few moments ago, stating that you had not yet provided for the payment. Therefore I did not dare let it go any longer.

Now, as I said before, I deliberated a good while before making this payment. We have been, as you know, ~~been~~ putting up disbursements right along and have never received anything from you on account except the first \$100. Our account with you to-day shows that you owe us over \$90. disbursements, in addition to the payment of \$75. made to-day. I do not think it is quite right that you should let this matter run any longer. I appreciate the difficulties you are laboring under, and for that reason we have said nothing so far about the fee payments provided for in the contract. But this matter of actual out-of-pocket disbursements you ought to attend to at once, and I trust you will let us have a check for \$165.

Very truly yours,

*S. Vilas Beckwith*

BY SNOW & HO CARANT, Attorneys

Portland, Ore. July 23, 1901.

W. F. R. Kellogg,  
New York, N. Y..

My dear Mr. Kellogg:-

Some time after the contract was entered into with Mr. Owen, we had overtures from two or three different sources for the purchase of the interests of the Carman heirs in Mexico, and among them a letter came on this question from a Mr. Carlos S. Retes, of Fuerte. An answer was sent to Mr. Retes that the properties were under contract, but no information was given to him as to the nature of the contract, or with whom it was made, or the terms of the contract. In a desultory way Mr. Retes has renewed the correspondence recently, and under date of June 17th. he wrote two letters to my brother's wife, copies of which in substance (and the substance of all that may interest you) are herewith enclosed for your information, the originals being written in Spanish, the enclosed copies being a rough translation thereof. More recently also, and under date of July 1st., he wrote again, enclosing what is called an abstract or consultation, and a copy of this as it was sent in Spanish is herewith enclosed for your information. And the substance of Mr. Retes' letter of July 1st., in which he encloses copy of abstract or consultation, is, that the title to Bachobampo was expedited in 1849, similarly to that of Palos Blancos, and hence valid, as it covered the Palos Blancos case. Topolobampo (or the three Cities) having been a part of Bachobampo, likewise now remains valid, notwithstanding the attempt that was made last November to overthrow the title to Bachobampo. (I presume this refers to the effort to declare invalid certain titles referred to in Mr. Retes' letter of June 17th.) Mr. Retes goes on further to say:

"Have you not a legal document sufficient to represent 10% in the Los Mochis lands? This land of Los Mochis was denounced by me alone from the national government, and I acquired the title. Through the influence of your father I sold 50% to the Texas, Topolobampo & Pacific Railroad. I gave him 10%, and I assigned 10% to Mr. Owen and 5% to some friends of his, or, all told, 25% of the amount that remained to me; and then he made me add 25% to the 50% already sold to the Company. An Engineer, Mr. Fitch, surveyed Los Mochis, and for his trouble I gave him 5-3/8%. Your father and Mr. Fitch desired me to put up the 30-3/8% as also sold to the Railroad Company, as they knew what they were doing, and for which purpose I drew a Bill of Sale for 80-3/8% in place of the 50% I had really sold to the Company. The representative of the Company was Mr. G. W. Simons, of Boston, Mass.; This piece of property is important, and I know all its history."

In response to the above my brother writes me as follows;  
 We are writing to Retes saying that we would like to know when LOS MOCHIS was denounced, where it is located, and what is its extent. Mr. Owen inquired about Los Mochis last fall, and this is the first information we have since received which gives an adequate idea of our interest in Los Mochis. We shall hope to obtain the original paper Retes promised (Retes promised my brother some original paper touching the same titles in Mexico and which my brother wrote him for, on Retes' promise to send it.) and also are asking for full particulars of any other interests Dr. Carman may have, so that we can get copies of the papers, if we find it desirable.

My brother has done this, writing Retes for these various papers, etc. to the end that such informations as may come therefrom shall be turned over to you ultimately when Mr. Owen shall have completed his contract, my brother writing that he is desirous of aiding and facilitating <sup>it</sup> Mr. Owen in securing to him all that he has agreed to buy.

We would like very much now to turn Mr. Retes over to you or to Mr. Owen, though all the information we can in the meantime gather, and all papers we can secure will be ultimately placed at your service. Why cannot we now write Mr. Retes referring him say to you for any information you care to give in connection with the subject of Mr. Owen's contract? At the present time my brother's family and I both feel that the details of the agreement between them and Mr. Owen ought to be withheld from Mr. Retes until such time that you or Mr. Owen see fit to disclose them. But in view of the fact that Mr. Retes has already been advised that some outstanding contract has been made by my clients, would it not be just as well to refer him to you for further correspondence? In fact, we should like to get rid of the burden of any further correspondence with Mr. Retes. But we do not feel at liberty to refer him to you or Mr. Owen without your assent.

Very truly yours,  
 ZERA SNOW.

v  
o

Copys

KELLOGG & BECKWITH.

52 Broadway,  
New York, July 31st. 1901.

Arthur E. Stilwell, President,  
Kansas City, Mexico & Orient R. R. Co.,

Dear Sir:-

On February 20th. 1901, we wrote to Mr. Arthur E. Stilwell at 52 Broadway, New York City, on behalf of our clients, who represent both the Owen and Carman <sup>interests</sup> in the city site of Pacific <sup>City</sup> in Sinaloa, Mexico,--calling his attention the ~~the~~ fact that on March 8th. 1900, a plan of Pacific City was duly approved by the Department of Fomento of the Republic of Mexico, and on this plan or map where indicated certain streets and avenues upon which a railroad could be built. We further stated to Mr. Stilwell that we had been informed that he was constructing a railroad through this city site and that our clients owned or controlled an interest of 55% therein and that we desired to give him notice on their behalf that he must not construct this railroad except on the streets and avenues indicated on the aforesaid plan or map; and that in case of his so ~~contstructing~~ constructing a railroad elsewhere than on said streets or avenues our clients would hold him responsible for all damages accruing on account thereof.

Further information has now reached us that the building of this railroad is progressing and that it proposed to run the same through streets and avenues other than those indicated <sup>up</sup> on the plan or map approved by the Department of Fomento, as above stated.

It may be that our letter of February 20, 1901, never reached its destination. Assuming, since our notice therein contained seems to have had no effect, that this letter miscarried, we are repeating this notice now and sending it to you by registered mail in order that there may be no doubt of your receiving full and explicit ~~of~~ notice of our clients rights in the premises, and of the restrictions which you violate at your peril.

We trust that this letter will be sufficient to satisfy you that our clients will protect their interests in this property at any cost and that you will incur needless expense and trouble by violating the Government instructions as to where in Pacific City any railroad must run.

Very truly yours,  
(Signed) Kellogg & Beckwith.

Copy.

KELLOGG & BECKWITH.

52 Broadway,

New York, August 3rd. 1901.

A. K. Owen Esq.,

Baldwinsville, New York.

Dear Mr. Owen;-

I enclose herewith copy of Retes' letters as requested. I also enclose copy of letter for the Kansas City, Mexico & Orient Railroad. I have sent duplicates of this letter to President A. E. Stilwell and to Messrs. Rule & Scott by registered mail, per your request.

Very truly yours,

(Signed)

S. Vilas Beckwith.

Encl..

KELLOGG & BECKWITH

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Frederic R. Kellogg.  
S. Vilas Beckwith.

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Dean Emery.  
Thomas H. McKee.

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52 Broadway,

New York, August 3d, 1901.

COUNSEL.  
Cables: "Kelbeck".

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

Dear Mr. Owen:-

I enclose herewith copies of Retes' letters as requested. I also enclose a copy of letter for the Kansas City, Mexico and Orient Railroad. I have sent duplicates of this letter to President A.E. Stillwell and to Messrs. Rule & Scott, by registered mail, per your request.

Very truly yours,

S. Vilas Beckwith.

Enc.

34 West 24th. Street.

New York City.

Nov. 23 - 1901.

Hon. Richard J. Leddon,  
Premier of New Zealand.

Dear Sir:

By this week's steamer, I sent copys of The Guernsey Market House Plan of Payments to yourself, Hon. Edward Tregear, Mr. H. G. Eoll, Mr. P., and Mr. George Lawrenson, M. P.

This was kindly suggested to me by dear Mr. Lloyd who has written and is now writing so zealously in the cause of New Zealand.

Let me hope that in some little way, I may aid yourselves and Mr. Lloyd in all that can be done for New Zealand and her people.

Until the state and the people have absolute control of their own credits and money there can not be anything that is permanently good and progressive in society. Jesus Christ drove the money changers out of the Temple, but they must be driven off the earth before Christianity can be realized.

With a God bless you and your people for all that you and they have done toward good government and the better life here on earth, believe me to be your friend and co-worker.

Albert K. Owen.