

C O P Y.

(No.783.)

Sebastian Lerdo de Tejada,

Presidente Constitucional de los Estados Unidos Mexicanos a las que el presente vieren, salud:

(Stamp) Que estando declarado por varias leyes anteriores y especialmente por la de 20 de Julio de 1833, que los terrenos baldios pertenecen a la Nacion; y en atencion a que el Senor Benjamin R. Carman, denunció y pidió que se le adjudicase un terreno baldio denominado "El Mapau", sitio en jurisdiccion del Distrito del Fuerte, en el Estado de Sinaloa; siendo la superficie de dicho terreno de dos mil cuatrocientas noventa y siete hectaras, treinta aras, cuarenta y cuatro centiaras; y sus linderos, al Norte, terrenos de "Bachomovampo"; al Sur oeste, tierras adjudicadas al Senor Don Blas Ybarra y el Este, playas del golfo de California, segun consta en el plano y en el expediente que obran en el Ministerio de Fomento.

Considerando las ventajas que resultan a la industria y a la poblacion de que los terrenos baldios se reduzcan a propiedad particular, y los derechos que ha adquirido el interesado tanto por su denuncia como por haber enterado en la oficina respectiva el precio de dicho terreno, he tenido a bien concederle la propiedad ~~de~~ el sin perjuicio de tercero que mejor derecho tenga.

Por tanto, mando a las autoridades del Estado de Sinaloa y a las demas de la Republica, no pongan obstaculo alguno al mencionado Senor Benjamin R. Carman en la propiedad que se le ha concedido; sino antes bien lo mantengan en el libre uso, aprovechamiento, dominio y posesion que le corresponde, con la obligacion por su parte de sujetarse a lo que dispone el Art. 10. de la ley general sobre enagenaciones de baldios de 20 de Julio de 1832 (3).

Dado en el Palacio del Gobierno Federal en Mexico, a
seis de Abril de mil ochocientos setenta y seis. (Stamp)

S. Lerdo de Tejada.

Titulo de propiedad de 2497 hectaras, 20 aras, 44 cent-
iaras, a favor del Senor Benjamin R. Carman.

(S E A L)

(Stamp)

Seccion 1.

Queda tomado rason de este titulo,
a fojas 111 libro respectiva.

Mexico, Abril 11 de 1876.

M. Fernandez.

We certify the foregoing to be a true, literal copy of
an original paper in Spanish in custody of Zezz Snow, attor-
ney for the Carman heirs, copy taken June 4th. 1900.

Zezz Snow
Residing at Portland, Oregon

(Signed) Hazel F. Ashe
Residing at Portland, Oregon.

PODER OTORGADO POR

Don Blas Ibarra, en El Fuerte,
en Mayo 24 de 1873, á favor del Dr.
Benjamin R Carman.

C O P Y

SEAL) Sr. Dr. Don Benjamin R Carman.

Mazatlan.

Muy Señor mio:

Como puede convenir á mis derechos enajenar una parte de los terrenos que en union de Vd. tengo adquiridos en la playa de la bahia de Oguira y Topobampo, situados en comprension de este Distrito, cuya enajenacion en caso de llegar á realizarse, no podré hacerla por sí; confiero á Vd. en virtud de la presente, amplio poder y facultad bastante, cuanto en derecho se requiera, mas pueda y deba valer, para que en mi nombre pueda enajenar á cualquiera persona, á personas de dentro ó fuera de esta República, la parte que crea conveniente de los mencionados terrenos, poniéndose para ello de acuerdo, con los Sres. Careaga y Compañia de ese puerto; para que una vez ajustada y celebrada la enagenacion, ya sea por venta ó cualquier otro contrato bajo las condiciones que tenga á bien estipular, ya sea de recibirse el precio de pronto, ó á los plazos á que se convenga con el comprador ó compradores, la lleve á efecto en la via y forma que mas haya lugar en derecho, otorgando y firmando á mi nombre la escritura de traslacion de dominio que se tirará con todas las cláusulas y requisitos propios de su naturaleza; sin que se entienda que por no especificarlos aquí deje de concedérselos obligándome con todos mis bienes presentes y futuros á haber por firme y valedero cuanto Vd. haga en virtud de esta autorizacion.

Soy de Vd. como siempre, afmo. amigo y S.S.

Blas Ibarra,.

SEAL)
SEAL)
En la Villa del Fuerte á veinte y seis de Mayo de mil ochocientos setenta y tres, ante mi el C. Demetrio Ibarra, Alcalde Primero y Juez de la. Instancia en turno de este Partido, testigos que al fin se expresarán, y Secretario del Juzgado C. Ig-

nacio Higuera, compareció el C. Blas Ibarra, originario y veci-
 o de esta vila, mayor de edad, cuya persona doy fé conocer, y
 dijo: que es la antecedente carta-poder á la que se dió lectura,
 es suya, y en clase de tal razonan la letra y rúbrica que en ella
 se ha puesto, rectificándola para que surta sus efectos legales.
 Así lo dijo y firmó, siendo testigos los CC. Rafael Rochin, Po-
 licarpo Zavala, y Leocadio F Valdez, presentes y vecinos de es-
 ta referida Villa.

(SEAL)

Demetrio Ibarra.

Blas Ibarra.

Rafael Rochin.

Policarpo Zavala.

Leocadio F Valdes.

Hignacio Higuera.

We certífy the foregoing to be a true, literal copy of an ori-
 ginal paper in Spanish in custody of Zera Snow, attorney for the
 Carmen heirs; copy taken June 4th, 1900.

Zera Snow.

Residing at Portland, Oregon.

Wabel T Asbe.

Residing at Portland, Oregon.

PODER OTORGADO POR

Don Blas Ibarra, en El Fuerte,
en Mayo 24 de 1873, á favor del Dr.
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Soy de Vd. como siempre, armo. amigo y S.S.

Blas Ibarra,.

En la Villa del Fuerte á veinte y seis de Mayo de mil ochocientos setenta y tres, ante mí el C. Demetrio Ibarra, Alcalde Primero y Juez de la. Instancia en turno de este Partido, testigos que al fin se expresarán, y Secretario del Juzgado C. Ig-

nacio Higuera, compareció el G. Blas Ibarra, originario y veci-
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es suya, y en clase de tal razonan la letra y rúbrica que en ella
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Así lo dijo y firmó, siendo testigos los CC. Rafael Rochin, Po-
licarpo Zavala, y Leocadio F Valdez, presentes y vecinos de es-
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(SEAL) Demetrio Ibarra.
Rafael Rochin.
Leocadio F Valdes.

Blas Ibarra.
Policarpo Zavala.
Hignacio Higuera.

We certify the foregoing to be a true, literal copy of an ori-
ginal paper in Spanish in custody of Zera Snow, attorney for the
Garman heirs; copy taken June 4th, 1900.

Zera Snow.
Residing at Portland, Oregon.

Wabel T Asbe.
Residing at Portland, Oregon.

VJ
21

KNOW ALL MEN BY THESE PRESENTS, That I, Albert K. Owen of the Village of Baldwinsville, County of Onondaga and State of New York, U. S. A., , individually, and as attorney of and for Benjamin R. Garman and Blas Ybarra am held and firmly bound unto Marie Louise Bigelow Owen of the same place, in the sum of Thirty-four Thousand (\$34,000) Dollars to be paid to the said Marie Louise Bigelow Owen or to her certain attorneys, executors, administrators or assigns, for which payment and truly to be made I do bind myself and my heirs, executors or administrators jointly and severally firmly by these presents, and as attorney for Benjamin R. Garman and Blas Ybarra, do bind them and their heirs, executors, or administrators jointly and severally firmly by these presents.

This obligation is secured by a certain indenture of mortgage bearing even date herewith, made and executed by the said Albert K. Owen individually and as attorney of and for Benjamin R. Garman and Blas Ybarra, party of the first part, and Marie Louise Bigelow Owen, party of the second part, and contains the following recitations; which are repeated therein:

WHEREAS, the said Benjamin R. Garman and Blas Ybarra, by a certain instrument in writing, dated at Mazatlan, Sinaloa, Mexico, June 29th, 1875, made, constituted and appointed the said Albert K. Owen, their attorney, with full power and authority to do and perform every act and thing necessary and requisite to be done in and about certain lands, grants and franchises which the said Garman and Ybarra had secured or were to secure from the government of the Republic of Mexico, which said lands are situate in the State of Sinaloa in the Republic of Mexico, on or about the Harbor of Topochoampo, on the Gulf of California, and which are known respectively as "City Site" and "Baviri" on a map, a copy of which is hereto annexed and is hereby referred to and made a part hereof, and more particularly to sell and mortgage the said lands, grants and franchises and to organize a Company or Companies

for the development and exploitation of said lands, grants and franchises; and

WHEREAS, the said power granted to the said Albert K. Owen is coupled with an interest of the said Owen in and to the said lands, grants and franchises as is shown by writings, correspondence, contracts and other documents, made and signed by the said Carman and Ybarra in furtherance of the development of said lands at the time of the execution of said power of attorney and subsequently thereto; and

WHEREAS, the said Benjamin R. Carman and Blas Ybarra have both died since the execution of the power of attorney hereinbefore referred to and prior to the making of this bond, leaving the said power of attorney in full force and virtue by reason of the mutual relations of the parties thereto and by reason of the writings and agreements of the said parties made prior and subsequently to the execution of said power and prior to the debts of said Carman and Ybarra by reason of which the said power of attorney is irrevocable; and

WHEREAS, the said Albert K. Owen has a vested interest in the properties in said power of attorney referred to and has been in possession and occupation of the said lands for over twenty years last past.

SEALED, this Twenty-second day of September in the year of our Lord One Thousand Nine Hundred.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the above bounden Albert K. Owen individually and as attorney of Benjamin R. Carman and Blas Ybarra, for himself and his and their heirs, executors, administrators and assigns shall do well and truly pay or cause to be paid unto the above named Marie Louise Bigelow Owen, her certain attorneys, executors, administrators or assigns the sum of Seventeen Thousand (\$17,000) Dollars, in one year from the date hereof, or upon the formation of any Company for the development of the lands herein granted, or the sale of said lands, to any such Company or Companies, with interest thereon at the rate of Six Per Cent

per annua, payable semi-annually on the First days of January and July, respectively, in each year, first interest period to begin July 1st, 1900, without fraud or delay, then this obligation is to be void, otherwise to remain in full force and virtue.

AND IT IS HEREBY EXPRESSLY AGREED, that should any default be made in the payment of said principal or interest or any part thereof for the space of ninety days after the formation of a Company for the development of the lands herein devised, or the transfer of said lands or properties herein conveyed or any part thereof to any such person, company or corporation, as aforesaid, the principal sum, with all arrearage of interest thereon shall, at the option of the said obligee, her heirs, executors, administrators or assigns, become due and payable immediately thereafter, although the period above limited for the payment thereof may not then have expired, anything hereinbefore contained to the contrary thereof, in any wise notwithstanding.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and seal, the day and year first above written.

Albert K. Owen,
Albert K. Owen
Attorney for Benjamin R. Carman
and Blas Ibarra,

STATE OF NEW YORK,
COUNTY OF ONONDAGA. SS:

On this 24 day of September, 1900, before me, the subscriber, personally came Albert K. Owen, to me known to be the person described in and who executed the foregoing instrument, and duly acknowledged that he executed the same, individually and as attorney for Benjamin R. Garman and Blas Ybarra, pursuant to the powers vested in him by virtue of a certain instrument or power of attorney, made and executed by the said Benjamin R. Garman and Blas Ybarra to said Albert K. Owen, dated at Mazatlan, Sinaloa, Mexico, June 29th, 1875, and by virtue of the lands, etc., in said power of attorney referred to and by this instrument described,

Austin J. McMahon
Notary Public

STATE OF NEW YORK, ONONDAGA COUNTY CLERK'S OFFICE, SS:

I, GEORGE J. YAECKEL, Clerk of said County, and of the Supreme and County Courts therein, which are Courts of Record, do hereby certify that Austin J. McMahon whose name is subscribed to the certificate of the proof or acknowledgment of the annexed instrument, was, at the time of taking such proof or acknowledgment a NOTARY PUBLIC in said county, and duly authorized to take the same; and that I am well acquainted with his hand writing, and verily believe the signature to said certificate to be genuine. And I further certify that said instrument and the acknowledgment thereof are executed according to the existing laws of the State of New York.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County and Courts, at the City of Syracuse, this 24 day of Sept 1900.

Geo J. Yaeckel CLERK.



Translation.

Department of Communications.&.&.

Section First.

No. 5.475.

In answer to your application dated the 28th of this month, in which you ask for a document tending to prove that the permission which was granted to you, by this Department, for damming the Rio Fuerte, Sinaloa, has not been withdrawn, I have to state that, up to this day, this Department has made no declaration which might be construed as meaning the cancellation of that permission.

City of Mexico, 30th Nov. 1900.

(Signed)

S. Mendez.

Chf. Clerk.

To Mr. A. K. Owen.

City.

Translation.

DEPARTMENT OF
COMMUNICATIONS
AND PUBLIC
WORKS.

SECTION FIRST
No. 5475.

In answer to your application dated the 26th of this month, in which you ask for a document tending to prove that the permission which was granted to you, by this Department, for damming the Rio Fuerte (Sinaloa) has not been withdrawn, I have to state that, up to this day, this Department has made no declaration which might be construed as meaning the cancellation of that permission.

City of Mexico, 30th November 1900.

(signed) S. Méndez.

Chf. Clerk.

Per order of Secretary,

To Mr. A. K. Owen.

City.

Translation by
Edward S. Herrera.

Translation

Department of Communications

Section First.

No. 5475.

In answer to your application dated the 28th of ~~last~~^{this} month, in which you ask for a document tending to prove that the permission which was granted to you, by this Department, for damming the Rio Tuerte (Sinaloa), has not been withdrawn, I have to state that, up to this day, this Department has made no declaration which might be construed as meaning the ~~non-existence~~^{cancelation} of that permission.

City of Mexico, 30th Nov. 1900

(Signed)

J. Mendez

Chf. Clerk.

To Mr. A. K. Owen
City

Per order of Secretary

Translation

by Edward S. Herrera.

Copier

R. CORONA

❖ RANCHO DE EL JARDIN ❖

Naucalpan, Estado de México.



Sección Primera }
Número 5-475- }

div
Comunicaciones y Obras Públicas.

En respuesta al recurso de vd. fecha 28 del mes que hoy termina, en el que pide que se le expida una constancia de que no le ha sido revocado el permiso que esta Secretaría le concedió para la construcción de una presa en el río Fuerte, Inialba, manifestado a vd. que hasta la fecha este Departamento no ha declarado la inconstancia del referido permiso.

México, Noviembre 30 del 90

P. o. d. S.

Al Sr. Sr. Roberto K. Owen -

Presente .

COMUNICACIONES
Y
OBRAS PÚBLICAS.

Sección Primera.
Número 5,475.

En respuesta al recurso de Ud. fecha 28 del más que hoy termina, en el que pide que se le expida una constancia de que no le há sido revocado el permiso que ésta Secretaría le concedió para la construcción de una p r e s a en el Río Fuerte, Sinaloa, manifiesto á Ud. que hasta la fecha éste Departamento no há declarado la insubsistencia del referido permiso.

México, Noviembre 30 de 1900.

P . O . D . S .

Al Señor Alberto K. Owen.

Presente.

duy
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AT THE CITY OF MEXICO, in the Republic of Mexico, this 29th day of December A.D. 1900, before me, Andrew L. Barlow, Consul General of the United States of América, personally appeared Albert K. Owen, an American Citizen, of Baldwinsville, Onondaga County, in the State of New-York, in the United States of América, a civil Engineer, 52 years old, a married man, and actually residing in this City of Mexico, with the purpose of giving a special Power of Attorney to

and stated: That, having entered into a Contract and agreement, in May of this present year, with Louise Garman Snow and Emilita Garman, the surviving heirs of late Dr. Benjamin R. Garman, and late Elizabeth B. Garman, their father and mother; and of their late brother, Frank W. Garman; and with Elliot M. Snow, as the husband and conjuncta persona of Louise Garman Snow, for the purchase, from said heirs, of certain tracts of lands, which said heirs believe to have a right to possess, as the legitimate heirs of their above mentioned deceased father, mother, and brother; in which said Contract and Agreement, said Owen did obligate himself, among other things, to pay, in different instalments, certain sums of money as purchase price for the hereditary rights of said heirs to said lands, situated in the District of Fuerte, State of Sinaloa, in the Republic of Mexico:

Whereas, the Power of Attorney which has been given to said Owen is not full and complete, in accordance with the Mexican laws, and lacks different requirements in order to appear before Mexican Courts and institute legal proceedings in order to affirm the rights of the above mentioned heirs, and have them duly acknowledged as the owners of that property; and, in consequence of said deficiency, being insufficient for the purposes for which it was given, and disqualifying said Owen to act under it;

Whereas, it would possibly happen that owing to the difficulties arising in spite of all the exertions of Owen, both judicial and extra-judicial he were to fail and be defeated in his efforts to have legally acknowledged the hereditary rights of the above mentioned heirs, either in consequence of the long period of time elapsed since the decease of Dr. Benjamin R. Garman (fifteen years) without any steps having been taken to institute legal proceedings for the settlement of his state, or by

the lack of any proof or evidence about the death of said Dr Benjamin R. Garman, and also by the fact that it has never been ascertained whether he made a will in favor of his legitimate wife and children, or in favor of some outsider, as it is of public notoriety that he left illegitimate children, born from a concubine with whom he publicly lived at the City of Mazatlan in the last period of his existence;

Whereas, from the foregoing premises it is logic to suppose that, in spite of all the efforts on the part of said Owen, to attain the desired end, the abandonment of this affair may not be *avoided* or prevented, and in such an event the above mentioned Owen would have already paid, out of his own pocket, (\$20,000) twenty thousand dollars, in American money, being entitled as per the Contract and Agreement referred to - to a reimbursement of (\$19,000) nineteen thousand dollars in American money, for the difference of (\$1,000) one thousand dollars, which have been first paid, as option, have been forfeited to the Garman's in a definite manner, by said Contract and Agreement of May 1900, and

AK.O.

Whereas, as the Said Owen has no guarantee whatever of being reimbursed for his disbursed money in the event of the failure of the affair herein above mentioned, out of which total amount, as stipulated, say \$20,000 - Twenty thousand Dollars American money he has already paid besides the option of \$1,000 - one thousand - four thousand dollars - (\$4,000), and five thousand dollars (\$5,000) more, in American gold, the former amount having been paid to the Garman heirs, and the latter which he has deposited with the H B Hollins & Co. Bank, Wall and Broad Streets, New York City, New York, and having to make other payments in order to complete the total amount he agreed to pay; and having no guarantee whatever from Louise Garman Snow, Emilita Garman, or Elliot M Snow; but, on the other hand, wishing to preserve his rights, as conferred on him by the above mentioned Contract of May 1900, with drawing every possibility of losing said rights by his efforts and exertions to attain the purpose of securing the property referred to above, and fulfill all his obligations as per said Contract and Agreement, he the said Albert K Owen, has hereby resolved to give, grant and confer a special Power of Attorney to and on

full, complete, and as sufficient as may be required, and by these

A.K.O./ presents does give, grant and confer to and on the above mentioned,

said Power of Attorney, as fo-

llows, viz:

A.K.O./ I.- To treat and negotiate with the above mentioned parties- Louise Garman Snow, Emilita Garman, and Elliot M Snow- their assigns, or duly authorized representative or representatives, about an efficient guarantee of their fulfillment of clause 12 of the Contract and Agreement of May 1900, in all its parts, that is to say, that in the event of the *occurrence* spoken of in said clause, they are to reimburse all the moneys they may have received. And to that effect, the said Albert K Owen hereby empowers and authorizes the said

to accept mortgages, bonds, or any other security and guarantee, to his complete satisfaction, to pay the above mentioned parties to said Contract of May 1900, the sums to be delivered and paid to said parties, as they may become due, according to the stipulations in the above mentioned Contract.

II.-Should the Garman heirs fail to furnish said mortgages, bonds, or security and guarantee, as above stated, by a simple refusal, or by lack of facilities to do so, said Albert K Owen hereby impowers and authorizes said

to apply to the civil Courts within the District where the above mentioned money has to be deposited, in order to have the Contract and agreement of May 1900 duly enforced; and to ask said courts that, under their guarantee and custody of the Bank of H.B. Hollins and CO. mentioned in the said contract or in any other place that the laws of the State of New-York may authorize the forthcoming payments may be safely deposited, to remain affected to the fulfillment of said contract and agreement; so that, should the event spoken of on page fourteenth come to happen, all those moneys thus deposited may come back to said Owen;

A.K.O./ with thereon interest accrued from the dates on which the different deposits were made to be held through the same judicial depositary to the order of the representative of said Louise Garman Snow, Emilita Garman and Elliot M Snow. This to be duly notified to said parties; and, should everything be wound up without difficulties, and the property referred to be duly transferred and conveyed to said Albert K Owen,

then the above mentioned parties may freely dispose of said amounts deposited as above stated.

AK.O /
III.- And for the fulfilment of the foregoing clauses, said Albert K Owen hereby invests said
with all faculties, authorizations, and powers which may be required and necessary to attain the desired end.

IV.- And said Albert K Owen hereby further declares that said
is by these presents authorized to transfer all the rights and obligations vested on him by this Power of Attorney to any person, or any lawyer deserving his confidence to whom he may think fit and convenient to transfer the same, in whole or in part, as he may think best. But it is to be understood that this Power of Attorney which I hereby give to

AK.O /
or his substitute, is to be acted effectually upon within twenty five days of the date *hereof or it becomes null and void.*

Witness my hand and seal, at the City of Mexico, in the Republic of Mexico, on the day and year above stated.

Mr. Estes 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 3% to some friends of his, or, all told 23% 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 Co. as they knew what they were doing, and for which purpose I drew a bill of sale for 30 3/8 % in place of the 50% I had really sold to the Company. The representative of the Company was Mr. G.W. Simmons, of Boston, Mass. This piece of property is important, and I know all its history."

Excerpt from a letter dated
Fuerte, Sinaloa, Mexico,
June 17, 1901, by Carlos
S. Reyes to Don Carmalita
Snow, de Carman, San
Francisco, California.

dhp
vg

This deed and transfer made to Albert Kinsey Owen, the grantee, of Onandaga County, State of New York, United States of America, by Louise Carman Snow, formerly Louise Carman, and Emilite Carman, the grantors, WITNESSETH:

THAT WHEREAS, the late Doctor Benjamin R. Carman, a citizen of the United States and formerly United States Consul at Mazatlan, Mexico, during his lifetime, acquired from the Republic of Mexico by denouncement and other sources of title, agreeable to the forms and ceremonies therefor required by the laws of Mexico, large landed interests in lands situate in the Republic of Mexico and more particularly on Topolobampo Bay in the State of Sinaloa, a mere particular or definite description of which the grantors are not now able to give;

AND WHEREAS, thereafter the said Doctor Benjamin R. Carman died in the City of *Rosario*, State of *Sinaloa* United States of ~~America~~ *Republic of America* intestate, meaning thereby that he died without having by will or testament devised his said lands or interests therein, and leaving surviving him the following persons only, *as his sole surviving heirs and distributees of his estate* ~~to-wit:~~ Elizabeth Watrous Carman, also named Elizabeth Bliss Carman, his widow, Frank W. Carman, his son, and the grantors herein, Louise Carman, now married and whose married name is Louise Carman Snow, and Emilite Carman, but otherwise leaving no other surviving child or children, or child of any deceased child;

AND WHEREAS, thereafter and on the 2nd day of February, 1887, the said Frank W. Carman died intestate in the State of California, United States of America, without leaving any widow or any issue or children or any issue of any deceased child or children, and leaving surviving him as his sole heirs and distributees of his estate, his mother, the widow aforesaid of the said Doctor Benjamin R. Carman, and his two sisters, the grantors herein;

AND WHEREAS, thereafter and on or about the *22nd* ~~27th~~ day of April, 1892, at the City of Paris in the Republic of France, the said widow

of the said Doctor Benjamin R. Carman died leaving a will, a true copy whereof is as follows:

"Paris, France, 4 bis Rue des Ecoles,

April 18, 1892.

I, Elizabeth Bliss Carman, being of sound mind, do hereby make my last will and testament, by which I make and bequeath to my two daughters, Louise Carman Snow, formerly Louise Hudson Carman, and Emilia Isabel Carman, all money, estates real and personal and all my belongings of whatsoever character that I now possess or that I may hereafter acquire; each to receive one-half ($\frac{1}{2}$).

"Elizabeth Bliss Carman" (SEAL)

Witnessed:

"R.P. Hobson" (SEAL)

"Robert Stocker" (SEAL)

and leaving surviving her the grantors aforesaid, her sole surviving children and her sole surviving heirs and distributees of her estate.

AND WHEREAS, the said grantors, Louise Carman Snow and Emilia Carman, are now the sole and surviving heirs at law and distributees of the estate of the said Doctor Benjamin R. Carman, the said Elizabeth Watrous Carman and the said Frank W. Carman, and are likewise the sole legatees under the will of the said Elizabeth Watrous Carman, and as such the said grantors are entitled to whatever landed interests were by the said Doctor Benjamin R. Carman acquired in the Republic of Mexico and which were by him held or owned or in which he was interested at his death, and to whatever interest therein the said Elizabeth Watrous Carman had or held at her death under or by virtue of her marriage relationship to the said Doctor Benjamin R. Carman and to whatever interest the said Frank W. Carman had at any time held or acquired therein by virtue of his relationship as a son of the said decedent Doctor Benjamin R. Carman;

And the said lands and landed interests have been duly purchased and paid for by the grantee herein, Albert Kinsey Owen, and a deed and transfer thereof has been requested by the said grantee;

NOW, THEREFORE, THIS DEED AND TRANSFER WITNESSETH:

That, in consideration of the sum of Twenty Thousand (20,000) Dollars to the grantors above named paid by the grantee above named, Albert Kinsey Owen, the said grantors have bargained and sold and by these presents do bargain, sell, transfer and convey unto the said Albert Kinsey Owen all and singular all lands and landed interests of the said late Doctor Benjamin R. Carman by him had or held at his death and by him acquired at any time, and situate in the Republic of Mexico in ^{the state of Sinaloa} ~~any state therein, but more particular-~~ ~~ly in the State of Sinaloa, at, on, or near Topolobampo Bay,~~ and whether by him acquired of or from the said Republic of Mexico or of any state therein, or of or from private parties; together, also, with all of the estate, title and interest therein which the said Elizabeth Watrous Carman may have been entitled to as the wife or widow of the said decedent, Doctor Benjamin R. Carman, and to which the said Frank W. Carman may have been entitled therein as the son of the said Doctor Benjamin R. Carman; together, also, with all of the estate, title and interest which the grantors herein have or may have acquired therein as the daughters of the said Benjamin R. Carman and of the said Elizabeth Watrous Carman and as the sisters of the said Frank W. Carman, and as legatees, or otherwise, of the said Elizabeth Watrous Carman, and as heirs at law or distributees of the estates, or otherwise, of the said Doctor Benjamin R. Carman, Elizabeth Watrous Carman, and Frank W. Carman, meaning hereby to fully transfer and convey to the said Albert Kinzie Owen, relinquish and release to him, his heirs and assigns forever, as full and complete an estate and title in and to the said lands and landed interests as by the laws of the Republic of Mexico or of ^{the} ~~any~~ state ~~thereof~~ in which any of the said lands or landed interests ^{are} ~~may be~~ situated these grantors may or might transfer or convey; with full power and authority upon the said Albert Kinsey Owen to take such further or other steps as may be necessary or advisable under the laws of Mexico, but at his own expense and without expense or charge to the

grantors herein or to the estates of Benjamin R. Carman, Elizabeth Watrous Carman or Frank W. Carman, to secure from the Republic of Mexico or of any state therein, and full and complete recognition or investiture of the title therein in him, the said Albert Kinsey Owen;

But there is hereby reserved and excepted from this grant and transfer and from the lands above generally described any and all lands or town lots situate in the City of Mazatlan, Mexico, the title to which said lots or lands in Mazatlan, Mexico, or any interest therein is not intended by this transfer and conveyance to transfer or convey, release or relinquish to the said Albert Kinsey Owen, but the full title thereto and all and every right and interest therein had, held or owned by the said Benjamin R. Carman, or Elizabeth Watrous Carman, or Frank W. Carman, or by these grantors is exclusively reserved to the grantors herein;

And the grantors do hereby assign and transfer to the grantee any and all rents, issues and profits accruing by virtue of any occupation of any of the said lands or landed interests, hereby and by these presents ~~to be transferred~~ to be transferred and conveyed, with full power and authority to collect the same for his own use and behoof and at his own expense, but without any recourse or obligation or liability upon or to attach to the grantors herein, or either of them, or to the estates of either the said Benjamin R. Carman, Elizabeth Watrous Carman or Frank W. Carman;

And the grantors do now likewise covenant and agree to and with the grantee that the lands and landed interests hereby and by these presents intended to be transferred and conveyed are free from any lien or incumbrance thereon made or created by either Elizabeth Watrous Carman or Frank W. Carman or either of the grantors herein, and free and clear of any indebtedness of any kind whatsoever created either by the said Elizabeth Watrous Carman or Frank W. Carman or the grantors herein, which is or may in any way become a charge against the said lands or landed interests hereby and by these presents

intended to be transferred and conveyed; but by the term 'indebtedness' it is here meant and understood to be all indebtedness, if any, contracted either by the said Elizabeth Watrous Carman in her lifetime, or the said Frank W. Carman in his lifetime, or by the grantors herein and no indebtedness of any kind whatsoever, if any there be which may have been contracted by the said Doctor Benjamin R. Carman in his lifetime, shall be construed to be the indebtedness of either the said Elizabeth Watrous Carman, or Frank W. Carman, or of these grantors;

As likewise, do the said grantors now covenant and agree to and with the said Albert K. Owen that said lands and landed premises hereby and by these presents intended to be transferred and conveyed are free and clear from any claim or demand thereto made or to be made or asserted by Elliot M. Snow, the husband of the said Louise Carman Snow, and who joins in this conveyance and transfer for the purposes hereinafter recited, and that the said Elliot M. Snow has or makes no claim of indebtedness of any kind whatsoever against the said lands or landed interests or against the grantors or the estates of Benjamin R. Carman, Elizabeth Watrous Carman or Frank W. Carman, which can or in any way may become a lien or charge against the said landed interests;

IN WITNESS WHEREOF the grantors above named have hereunto set their hands and seals at the City of San Francisco, in the State of California, United States of America, where they now reside;

And the said Elliot M. Snow, likewise a resident of the State of California and United States of America, and in the naval service of the United States, and the husband of the said Louise Carman Snow, does hereby join in the execution of this deed and transfer, signing and sealing the same with his hand and seal as evidence of his assent thereto and to the execution hereof of the said Louise Carman Snow, and for the purpose of transferring and conveying, and he now hereby transfers and conveys unto the said Albert Kinsey Owen all the estate, right, title, or interest which he has under the laws

of Mexico or of any state thereof as the husband of the said Louise Carman Snow in and to the lands and landed interests above and by the foregoing intended to be transferred and conveyed; And he covenants and agrees that he has no claim of any indebtedness of any kind whatsoever against either of the grantors herein or of the estates of Benjamin R. Carman, or Frank W. Carman, or Elizabeth Watrous Carman, which is, can, or in any way shall become a charge or lien of any kind against the said lands or landed interests;

IN WITNESS HERETO he, the said Elliot M. Snow, has hereunto set his hand and seal.

All executed this day of July, A.D. 1901.

Elliot M. Snow (SEAL)
Louise Carman Snow (SEAL)
Emilita Isabel Carman (SEAL)

Witnesses:

Henry D. Rogers
James L. King

Mexican Consul
Jert

acknowledgment

(Seal)

James L. King notary

vg
dyp

RECEIVED from KELLOGG & BECKWITH, February 8th, 1902, the following papers:

1. Copy contract agreement between Carman and Ybarra.
2. Transcript of letter relative to documentary stamps.
3. Bill covering cost of cancelling Barking mortgage.
4. Instrument executed by Don Blas Ybarra, in favor of Carman and Ybarra, May 26th, 1873.
5. Receipted bill covering cost of executing Barking mortgage.
6. Bill covering cost of executing No. 5.
7. Cancellation of Barking mortgage.
8. Articles of agreement Carman-Zuber and Camudas.
9. Power of attorney Ybarra to Carman.
10. Photograph of advertisement.
11. Dr. Carman's title to Mapau.
12. Retes title.

A. K. Owen,

Handwritten notes in left margin:
...
...
...

Yg
dup

WHEREAS I, Albert K. Owen, of Baldwinsville, New York, *have* been appointed by legal instrument ~~the~~ attorney of Marie Louise Bigelow Owen, the owner of certain lands at Topolobampo, Mexico, which I am authorized to care for, preserve and manage, and in connection therewith to enter into any contracts, or dispose of the same, or any part thereof:

NOW THEREFORE, I hereby engage the services of John Scott of 15 Wall street, New York, as my agent to represent me in negotiations for the sale or transfer of such portion of these lands as may be needed at this time, by the Kansas City, Mexico and Orient Railroad for terminal and other railroad purposes, and for right of way. As also for the sale of stock of the North Mexico Contracting Company, (which I am now working to organize) to such railroad or to an association connected with it.

I agree to ~~keep~~ John Scott advised of my actions in the sale of stock of the North Mexico Contracting Company, as he does with me in order that there may be no clash or confusion between us.

6

Witness
Peter J. Schanel.

New York Dec. 3,
1902.

Albert K. Owen,

19
045

List of papers hereto attached certified and attested

No. - 1.

Agreement dated Nov. 1, 1890 between C. F. Co. and K. S. I. Co

No. - 2

Contract dated Nov. 1, 1890 between C. F. Co. and K. S. I. Co.

No. - 3.

Agreement, date, Nov. 1, 1890 between Albert K. Owen and
K. S. I. Co.

No. - 4.

Affidavit by A. K. Owen. Agreement dated Sept. 25, 1893,
between Chas. D. Streeter and K. S. I. Co. and Michael
Flurscheim and C. B. Hoffman.

No. - 5.

Letter dated Dec. 5, 1892, R. B. Hunter to A. K. Owen, duly
attested.

No. - 6.

Affidavit by A. K. Owen and letters dated D 1st 1893, by
W. A. Wetherspoon to Friend Douglas; also letter dated Sept.
1, 1895, and letter dated Nov. 7, 1895, and letter dated Jan.
18, 1896, all of A. Butterfield or A. B. to John H. Rice.

No. - 7.

Two articles from The New City, March 8, 1893. Votes of
confidence to A. K. Owen duly attested.

No. - 8.

Affidavit by Louise B. Owen with affidavit by Albert K. Owen
attached.

State of New York,

County of New York, ss:

Albert K. Owen being duly sworn, says, that the letter hereto attached dated Guaymas, Sonora, Mexico, D. 1st o 1893, and addressed to "Friend Douglas" and signed by W. A. Wetherspoon is a copy of a copy made from the original thereof by Edward M. Hussey, of Brooklyn New York, when said Hussey was secretary in charge of the New York office of The Credit Foncier Company. Said original was sent to deponent by said Douglas directly after the same was received by said Douglas, but deponent does not know what has become of the same,

That the letter dated Topolobopo, Sinaloa, Mexico, Sept. 1st 1895, addressed to John H. Rice and signed A. Butterfield with postscript signed A. B., is a copy from a copy made by Edward M. Hussey, and is on Manifold paper such as was used in the Credit Foncier office at New York City.

That the letter dated Topolobampo, Sinaloa, Mexico, Nov. 7 1893, including a postscript addressed to John H. Rice Esq. and unsigned; and the letter dated Topolobampo, Sinaloa, Mexico, Jan. 18, '96, addressed to John H. Rice Esq., and signed A. B. are also copies from copies made By Edward M. Hussey when he was in charge of the records and letters of the New York office, of the Credit Foncier Company.

That the original letters to said Rice were handed by said ~~Hussey~~ ^{Rice} to said ~~Rice~~ ^{Hussey} and ^{deponent believes} were afterwards sent to Mexico City, for use in the Courts, but deponent does not know what has become of the same.

*A.R.F.
3 corrections*

Albert K. Owen

Sworn to before me this
4th day of December, 1902.
A.R. Frost
Notary Public, 81,
New York County.

of
dup

State of New York

County of New York, ss:

Albert K. Owen of Baldwinsville, New York, being duly sworn says, that the agreement hereto attached is a copy made by Edward M. Hussey of a paper which was itself copied from the original thereof, ^{by} ~~of~~ A. J. Streeter, and given by said Streeter to John H. Rice and at the time handed by said Rice to Edward M. Hussey to be copied as aforesaid.

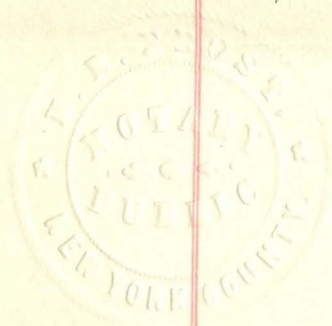
That the said copy made by said Streeter was returned to said Rice, and deponent does not know what has become of the same or the original thereof.

Sworn to before me this

4th day of December 1902.

Albert K. Owen

*A. R. Frost,
Notary Public, 81,
New York County.*



IN THE SUPERIOR COURT OF THE COUNTY OF ALAMEDA,
STATE OF CALIFORNIA.

In re Estate of :
 :
 BENJAMIN R. CARMAN, : Decree allowing final report
 : and account of administrator
 : and of distribution.
 Deceased. :
 :

B. C. Hawes, administrator of the estate of BENJAMIN R. CARMAN, deceased, having on May 4, 1903, presented and filed his final report and account as administrator of the estate of said Benjamin R. Carman, deceased, and the hearing on said report, account and petition coming on regularly to be heard this day, upon said hearing it duly and satisfactorily appears to the Court:--

That due and legal notice of said hearing has been given for the time and in the manner as required by law and the order of this Court.

That Benjamin R. Carman died intestate at Mazatlan, Republic of Mexico, August 13, 1886, a resident of the County of Alameda at the time of his death, and leaving estate therein.

That by an order of the above named Court duly given and made on March 10, 1902, B. C. Hawes, was appointed administrator of the estate of said Benjamin R. Carman, deceased, and he thereupon qualified as such, and on said day letters were issued to him, which letters have not been revoked, and he is now the duly appointed, qualified and acting administrator of the estate of said Benjamin R. Carman, deceased.

That thereafter and on to-wit, Nov. 15, 1902, said administrator did cause to be published, notice to creditors of said Benjamin R. Carman, deceased, to present their claims against said deceased and his estate, which notice was published for the time and in the manner as required by law.

SEVEN OF CATHOLICITY

That said administrator has presented and filed an inventory and appraisement of all the property of said Benjamin R. Carman, deceased, situated in the State of California, that has come to the knowledge or possession of said administrator, which said inventory and appraisement is hereby referred to and made part hereof.

That the total appraised value of the estate of said Benjamin R. Carman, in the State of California, as aforesaid, was the sum of \$30, and the value of said estate in California does not exceed that sum.

That no claims have been presented or filed against the estate of said Benjamin R. Carman, deceased.

That no property other than as set forth hereinafter has come into the hands of said administrator.

That said cash account is true and correct and entitled to be allowed.

That said deceased left him surviving a wife, Elizabeth Bliss Carman, and only three children and no issue of deceased children, to-wit, a daughter, Louise Carman Snow, wife of Elliot M. Snow; a daughter, Emilita Isabelle Carman, now wife of Jehn D. Beuret, a Naval Constructor in the U. S. Service; and a son, Frank W. Carman.

His estate was succeeded to, and his only heirs at law were said Elizabeth Bliss Carman, who was entitled to an undivided one-half of said estate, his son, Frank W. Carman, who was entitled to an undivided one-sixth of her father's estate his daughter, Said Louise, who succeeded to and was entitled to an undivided one-sixth of her father's estate and his daughter said Emilita, who succeeded to and was entitled to an undivided one-sixth of her father's estate.

That on Feb. 2, 1887, said Frank W. Carman died intestate

at Alameda County, California, leaving estate therein.

That thereafter and after proceedings regularly had and taken in, by and before the above named Court, by an order of the above named Court, duly given and made, B. C. Hawes was appointed administrator of the estate of said Frank W. Carman, deceased, and on Nov. 10, 1902, letters of administration of the estate of said Frank W. Carman, deceased, were duly issued to said B. C. Hawes, and he is now the duly appointed, qualified and acting administrator of the estate of said Frank W. Carman deceased, and as such is entitled to receive for purposes of administration and distribution, the share and portion of the estate of said Benjamin R. Carman, deceased, succeeded to by said Frank W. Carman, deceased.

That thereafter, and on, to-wit, April 22, 1892, said Elizabeth Bliss Carman, died testate at Paris, France, a resident of Alameda County at the time of her death and leaving estate therein, and that thereafter and after proceedings duly and regularly had and taken in, by and before the above named Court, by an order of the above named Court duly given and made, on March 10, 1902, the last will and testament of said Elizabeth Bliss Carman, deceased, was admitted to probate and B. C. Hawes was appointed administrator with said will annexed, and letters of administration of said will annexed were, on said last mentioned day, issued to said B. C. Hawes, and he is now the duly appointed, qualified and acting administrator with the will annexed, of the estate of said Elizabeth Bliss Carman, deceased and as such is entitled to receive, for purposes of administration and distribution, the interest and estate of said Elizabeth Bliss Carman, so succeeded to by her as an heir at law of her said husband, Benjamin R. Carman, deceased.

That there is ^{now} no money in the hands of said adminis-

trator.

That the only property belonging to said deceased in the hands of said administrator, is the personal property in said inventory described, to-wit:-

Lot of books and wearing apparel.

That said deceased at the time of his death was the owner of lands in the Republic of Mexico, to-wit:-

Lands situated in the State of Sinaloa, Republic of Mexico, outside of the City of Mazatlan, and particularly on Topolobampo Harbor or Bay, in the State of Sinaloa, Republic of Mexico, including a tract of land known as "El Mapau", containing about 5508 acres, and of a tract of land known as "Bachomobampo" containing about 6240 acres; also 12 1/2 per cent or more in a tract of land to the eastward of "El Mapau", and "Bachomobampo" known as "Los Mochis" and certain undefined interests in a tract of land known as "Baviri" to the westward of "El Mapau" and "Bachomobampo", and also interests in other lands in the State of Sinaloa, Republic of Mexico, outside of the City of Mazatlan.

Also lands and town lots situate in the City of Mazatlan, Republic of Mexico.

That after the death of said Benjamin R. Carman, deceased, and after the death of said Frank W. Carman, deceased, and after the death of said Elizabeth Bliss Carman, deceased, and on to wit, July 6, 1901, said Louise Carman Snow, and said Emilita Isabelle Carman (then unmarried, but whose name now is Emilita Isabelle Carman Beuret), did, by competent deed and conveyance, each grant and convey to Albert Kimsey Owen, of Baldwinsville, of the State of New York, all the right, title, interest and estate succeeded to by each said Louise and said Emilita, as heir at law of their father, said Benjamin R. Carman, deceased,

and as heir at law to said Frank W. Carman, deceased, and as heir at law, and legatee and devisee, under the will of said Elizabeth Bliss Carman, deceased, in and to all the land and landed interests owned by said Benjamin R. Carman, deceased, at the time of his death, in lands situated on Topolobampo Harbor or Bay, in the State of Sinaloa, Republic of Mexico, including a tract of land known as "El Mapau", containing about 5508 acres, and a tract of land, known as "Bachemobampo", containing about 6240 acres; also 12 1/2 per cent or more in a tract of land to the eastward of "El Mapau", and "Bachemobampo" known as "Los Mochis" and certain undefined interests in a tract of land known as "Baviri", to the westward of "El Mapau" and Bachemobampo, and any other lands in the State of Sinaloa, Republic of Mexico, outside of the City of Mazatlan.

That thereafter and on, to-wit, Dec. 1, 1902, said Albert Kinsey Owen, by a competent deed and conveyance, did convey to Marie Louise Bigelow Owen, of Baldwinsville, New York, all of the right, title, interest and estate so acquired by said Albert Kinsey Owen, from each and both said Louise Carman Snow and said Emilita, in and to the property hereinabove described and referred to as having been conveyed to said Louise and said Emilita to said Albert, and that therefor said Marie Louise Bigelow Owen is entitled to have distributed to her, as the grantee of and the successor in interest to each said Louise Carman Snow, and said Emilita Isabelle Carman (now Emilita Isabelle Carman ^{Beuret} ~~Smith~~), the interest of each so succeeded to by each said Louise Carman Snow and said Emilita, as heir at law and successor in interest to said Benjamin R. Carman, deceased, and ^{said} Frank W. Carman, deceased, and as heir at law of and successor in interest to and legatee and devisee of said Elizabeth Bliss Carman, deceased.

And no objection being made or filed, and all the law and the facts being, by the Court, fully heard, considered and understood, now on motion of Geo. E. De Golia, Esq., it is

hereby ordered, adjudged and decreed:

That said final report and account be allowed, confirmed and approved as presented.

That distribution of the residue of the estate of said Benjamin R. Carman, deceased, be made to the persons, for the purposes and in the amounts as follows, to-wit:-

To B. C. Hawes, as administrator of the estate of Frank W. Carman, deceased, for purposes of administration and distribution in the estate of Frank W. Carman, deceased, the following to-wit:-

First:- An undivided one-sixth interest in and to a lot of books and wearing apparel belonging to the estate of said Benjamin R. Carman, deceased, as set forth in the inventory of said estate as aforesaid.

Second:- An undivided one-sixth interest in and to the land and landed interest owned by said Benjamin R. Carman, deceased at the time of his death, in lands situated on Topo lobampo Harbor or Bay, in the State of Sinaloa, Republic of Mexico, including a tract of land known as "El Mapau", containing about 5508 acres, and of a tract of land known as "Bachomobampo", containing about 6240 acres; also 12 1/2 per cent or more in a tract of land to the eastward of "El Mapau" and "Bachomobampo" known as "Los Mochis", and certain undefined interests in a tract of land known as "Baviri" to the westward of "El Mapau", and "Bachomobampo", and any other lands in the State of Sinaloa Republic of Mexico, outside of the City of Mazatlan.

Third:- An undivided one-sixth interest in and to all lands and town lots, real estate or other property situate in the City of Mazatlan, in the Republic of Mexico, belonging to said Benjamin R. Carman, deceased, at the time of his death.

To B. C. Hawes, as administrator with the will annexed, of the estate of said Elizabeth Bliss Carman, deceased, *for purposes of administration and distribution in the matter of the estate of said Elizabeth Bliss Carman,*

following to-wit:-

First:- An undivided one-half interest in and to the books and wearing apparel and personal property belonging to the estate of said Benjamin R. Carman, deceased, as set forth in the inventory of said estate as aforesaid.

Second:- An undivided one-half interest in and to the land and landed interest owned by said Benjamin R. Carman, deceased, at the time of his death, in lands situated on Topolebampo Harbor or Bay, in the State of Sinaloa, Republic, of Mexico, including a tract of land known as "El Mapau", containing about 5508 acres, and of a tract of land known as "Bachomobampo", containing about 6240 acres; also 12 1/2 per cent or more in a tract of land to the eastward of "El Mapau" and "Bachomobampo", known as "Los Mochis", and certain undefined interests in a tract of land known as "Baviri", to the westward of "El Mapau", and "Bachomobampo", and any other lands in the State of Sinaloa, Republic of Mexico, outside of the City of Mazatlan.

Third:- An undivided one-half interest in and to all lands and town lots, real estate or other property situate in the City of Mazatlan, in the Republic of Mexico, belonging to said Benjamin R. Carman, deceased, at the time of his death.

To said Marie Louise Bigelow Owen, of Baldwinsville, New York.

The undivided two-sixths interest, being the interest inherited by each said Louise Carman Snow, and said Emilita Isabelle Carman (now Emilita Isabelle Carman Beuret) as aforesaid, in and to the following property to-wit:-

All the land and landed interests owned by said Benjamin R. Carman, deceased, at the time of his death, in land situated on Topolebampo Harbor or Bay, in the State of Sinaloa, Republic of Mexico, including a tract of land known as "El Mapau",

containing about 5508 acres and of a tract of land known as "Bachomebampo", containing about 6240 acres; also 12 1/2 per cent or more in a tract of land to the eastward of "El Mapau, and "Bachomebampo", known as "Los Mochis", and certain undefined interests in a tract of land known as "Baviri" to the westward of "El Mapau" and "Bachomebampo", and any other lands in the State of Sinaloa, Republic of Mexico, outside of the City of Mazatlan.

To said Louise Carman Snow, wife of Elliot M. Snow, an undivided one-sixth interest in and to all lands and town lots or other property situate in the City of Mazatlan, in the Republic of Mexico, of which Benjamin R. Carman was the owner at the time of his death.

To Emilita Isabelle Carman Beuret, wife of John D. Beuret, an undivided one-sixth interest in and to all lands and town lots or other property situate in the City of Mazatlan, in the Republic of Mexico, of which Benjamin R. Carman, was the owner at the time of his death.

That upon the filing of due and proper vouchers and receipts from said distributees each respectively, that said administrator be discharged from his trust as such administrator. Done in open Court this 15th day of May, 1903.

Henry A. Melvin

Judge of said Court.

IN THE SUPERIOR COURT OF THE COUNTY OF ALAMEDA

STATE OF CALIFORNIA.

In re Estate of :
 :
 FRANK W. CARMAN, : Decree allowing final report
 : and account of administrator
 : and of distribution.
 Deceased. :
 :

B. C. Hawes, administrator of the estate of FRANK W. CARMAN, deceased, having on May 4, 1903, presented and filed his final report and account as administrator of the estate of said Frank W. Carman, deceased, and the hearing on said report account and petition coming on regularly to be heard this day, upon said hearing it duly and satisfactorily appears to the Court:

That due and legal notice of said hearing has been given for the time and in the manner as required by law and the order of this Court.

That Frank W. Carman died intestate at Oakland, California, Feb. 2, 1889, a resident of the County of Alameda at the time of his death and leaving estate therein.

That by an order of the above named Court duly given and made on March 10, 1902, B. C. Hawes was appointed administrator of the estate of said Frank W. Carman, deceased, and he thereupon qualified as such and on said day letters were issued to said Hawes, which letters have not been revoked and said Hawes is now the duly appointed, qualified and acting administrator of the estate of Frank W. Carman, deceased.

That thereafter and on, to-wit, Nov. 15, 1902, said administrator did cause to be published, notice to the creditors of said Frank W. Carman, deceased, to present their claims against said deceased and his estate, which notice was published for the time and in the manner as required by law.

That no claims have been presented or filed against said deceased, said Frank W. Carman, or his estate.

That an inventory and appraisement of the estate of said Frank W. Carman, deceased, has been duly made and filed herein, from which it appears that the total value of the estate of said Frank W. Carman, deceased, in the State of California, is of the sum of \$55 and no more.

That no property other than as set forth hereinafter belonging to said Frank W. Carman, deceased, has come into the hands of said administrator.

That said cash account is true and correct and entitled to be allowed.

That said deceased left him surviving, no wife, nor issue, nor father.

That said deceased left him surviving, as sole heir at law his mother, Elizabeth Bliss Carman, who was entitled at the time of her death, to receive all of the estate of said Frank W. Carman, deceased.

That after the death of said Frank W. Carman, and on to wit, April 22, 1892, said Elizabeth Bliss Carman died testate at Paris, France, a resident of Alameda County at the time of her death, leaving estate therein, and that thereafter and after proceedings duly and regularly had and taken in, by and before the above named Court, by an order of the above named Court, duly given and made on March 10, 1902, the last will and testament of said Elizabeth Bliss Carman, deceased, was admitted to probate and B. C. Hawes was appointed administrator with said will annexed, and letters of administration with said will annexed were, on March 10, 1902, issued to said B. C. Hawes, and he is now the duly appointed, qualified and acting administrator with the will annexed, of the estate of said Elizabeth Bliss

Carman, deceased, and as such is entitled to receive, for purposes of administration and distribution, all the interest and estate and residue thereof, of said Frank W. Carman, so succeeded to by said Elizabeth Bliss Carman, as the sole heir at law, of her said son, said Frank W. Carman, deceased.

That there is now no money in the hands of said administrator.

That the only personal property belonging to said deceased in the hands of said administrator, is the personal property in said inventory described, which said inventory is hereby specially referred to and made part hereof; and said personal property consists of a lot of books and wearing apparel.

That said Frank W. Carman, at the time of his death, was the owner of an undivided one-sixth interest, succeeded to by him as ^{heir} at law of his father, Benjamin R. Carman, deceased, in and to the following described real estate situated in the Republic of Mexico, and generally described as follows, to-wit

First:- All the landed interests of said Benjamin R. Carman at the time of his death, in lands situated on Topolebampo Harbor or Bay, in the State of Sinaloa, Republic of Mexico, including a tract of land known as "El Mapau", containing about 5508 acres, and a tract of land known as "Bachomobampo", containing about 6640 acres, and all interests in lands in the State of Sinaloa, Mexico, outside of the City of Mazatlan, including 12 1/2 per cent or more in a tract of land to the eastward of "El Mapau" and "Bachomobampo", known as "Los Mochis" and certain undefined interests in a tract of land known as "Baviri" to the westward of "El Mapau" and "Bachomobampo".

Second:- Also an undivided one-sixth interest inherited from said Benjamin R. Carman, deceased, in and to all lands and town lots, and other property owned by said Benjamin R. Carman at the time of his death, in the City of Mazatlan, Mexico.

That the expenses of administration, funeral expenses, expenses of last sickness and all taxes levied or assessed against any personal property of said Frank W. Carman, deceased, or his estate, have been paid, and said estate is now in a position to be closed.

That there was no order made for payment of family allowance.

That all the expenses of administration thus far incurred have been advanced by the heirs at law of said Frank W. Carman, deceased, or his successors in interest and said administrator has no claim upon said estate for the payment of any of the expenses of administration as shown by his cash account, and has hereby waived any claim against the property of said deceased for any further expenses or compensation in this matter.

And no objection being made or filed, and all the law in the facts being by the Court fully heard, considered and understood, now on motion of Geo. E. De Golia, Esq., it is hereby ordered, adjudged and decreed:-

That said final report and account be allowed, confirmed and approved, as presented.

That distribution of the residue of the estate of said Frank W. Carman, deceased, be made to the persons, for the purposes and in the amounts as follows, to-wit:-

To B. C. Hawes, as administrator with the will annexed, of the estate of Elizabeth Bliss Carman, deceased, for purposes of administration and distribution in the estate of said Elizabeth Bliss Carman, deceased, the following, to-wit:-

First:- The entire undivided interest in lot of books and wearing apparel belonging to Frank W. Carman, deceased, at the time of his death.

Second:- An undivided one-sixth interest so inherited by *from his said father, Benjamin R. Carman, deceased,* said Frank W. Carman, deceased, in and to the following described

real estate situated in the Republic of Mexico, and generally described as follows, to-wit:-

All the landed interests of said Benjamin R. Carman, at the time of his death, in lands situated on Topolobampo Harbor or Bay, in the State of Sinaloa, Republic of Mexico, including a tract of land known as "El Mapau", containing about 5508 acres, and a tract of land known as "Bachomobampo", containing about 6640 acres; also 12 1/2 per cent or more in a tract of land to the eastward of El Mapau and "Bachomobampo" known as "Los Mochis" and certain undefined interests in a tract of land known as "Bavari" to the westward of El Mapau and Bachomobampo, and all interest in lands in the State of Sinaloa, Mexico, outside of the City of Mazatlan.

Third:- An undivided one-sixth interest in a lot of books and wearing apparel belonging to estate of Benjamin R. Carman deceased, at the time of his death.

Fourth:- AN undivided one-sixth interest inherited from said Benjamin R. Carman, deceased, in and to lands and town lots, and other property owned by said Benjamin R. Carman, at the time of his death, in the City of Mazatlan, Mexico.

That, upon the filing of due and proper vouchers and receipts from said distributees, that said administrator be discharged from his trust.

DONE IN OPEN COURT this 15th day of May, 1903.

Henry A. Melvin

Judge of said Court.

IN THE SUPERIOR COURT OF THE COUNTY OF ALAMEDA,
STATE OF CALIFORNIA.

In re Estate of

ELIZABETH BLISS CARMAN,

Deceased.

:
:
: Decree allowing final report
: and account of administrator
: and of distribution.
:
:
:-----

B. C. HAWES, administrator with the will annexed of the estate of ELIZABETH BLISS CARMAN, deceased, having on May 4, 1903, presented and filed his final report and account as administrator with the will annexed of the estate of said Elizabeth Bliss Carman, deceased, and the hearing upon said report and account and petition, coming on regularly to be heard this day, upon said hearing it duly and satisfactorily appears to the Court:-

That due and legal notice of said hearing has been given for the time and in the manner as required by law and the order of this Court.

That Elizabeth Bliss Carman died testate at Paris, France, April 22d, 1892, temporarily residing at Paris, but a resident of the County of Alameda, State of California at the time of her death, and leaving estate therein.

That said deceased left a will and testament of date April 18, 1892, copy of which is as follows, to-wit:-

Paris, France.

4 Bis Rue des Ecoles, April 18, 1892

I, Elizabeth Bliss Carman, being of sound mind, do hereby make my last will and testament by which I make and bequeath to my two daughters, Louise Carman Snow, formerly Louise Hudson Carman, and Emilita Isabelle Carman, all money, estates, real and personal, and all my belongings of whatsoever character,

that I now possess or that I may hereafter acquire, each to receive one-half.

(Signed) Elizabeth Bliss Carman.

Witnessed:

R. P. Hobson

Robert Stocker.

That thereafter and by an order of the above named Court duly given and made on March 10, 1902, said will was admitted to probate and B. C. Hawes was appointed administrator with the will annexed of the estate of said Elizabeth Bliss Carman, deceased.

That he thereupon qualified as such administrator and on said day letters of administration with said will annexed were issued to said Hawes, which letters have not been revoked and said B. C. Hawes is now the duly appointed, qualified and acting administrator of the will of said Elizabeth Bliss Carman deceased.

That thereafter and on Nov. 15, 1902, said administration did cause to be published, notice to creditors of said Elizabeth Bliss Carman, deceased, to present their claims against said deceased and her estate which notice was published for the time and in the manner as required by law.

That no claims have been presented or filed against said deceased or her estate.

That an inventory and appraisement of the estate of said Elizabeth Bliss Carman, deceased, has been duly made and filed herein, upon which it appears that the total value of said estate, in the State of California, is the sum of \$70, and no more.

✓
That no property ^{other} than as set forth hereinafter belonging to said Elizabeth Bliss Carman deceased, has come into the

hands of said administrator.

That said cash account, showing all receipts and disbursements of this administrator, is entitled to be allowed.

That said deceased left her surviving no husband, and only two children, to-wit, said Louise Carman Snow, and said Emilita Isabelle Carman (who since the death of said Elizabeth was married to and is now the wife of John D. Beuret).

That said two surviving children were the sole heirs at law and also the sole devisees under said will of all the property and property rights owned by said Elizabeth Bliss Carman at the time of her death, and therefore were entitled to succeed to and inherit under said will, all the right, title, interest and estate of said Elizabeth Bliss Carman, at the time of her death or that acquired by her estate since.

That after the death of said Benjamin R. Carman, deceased, *and after the death of said Elizabeth Bliss Carman, deceased,* and after the death of said Frank W. Carman, deceased, and on to-wit, July 6, 1901, said Louise Carman Snow, and said Emilita Isabelle Carman, (then unmarried but whose name now is Emilita Isabelle Carman Beuret), did, by competent deed and conveyance each grant and convey to Albert Kimsey Owen, of Baldwinsville, of the State of New York, all the right, title, interest and estate succeeded to by each said Louise and said Emilita, as heir at law of their said father, said Benjamin R. Carman, deceased, and as heir at law to said Frank W. Carman, deceased and as heir at law, and legatee and devisee, under the will of said Elizabeth Bliss Carman, deceased, in and to all the land and landed interest owned by said Benjamin R. Carman, deceased, at the time of his death, in lands situated on Topolobampo Harbor or Bay, in the State of Sinaloa, Republic of Mexico, including a tract of land known as "El Mapau", containing about 5508 acres, and of a tract of land known as "Bachomampo" containing about 6240 acres; also 12 1/2 per cent or more in

a tract of land to the eastward of "El Mapau" and "Bachomobampo known as "Los Mochis" and certain undefined interests in a tract of land known as "Baviri" to the westward of "El Mapau" and "Bachomobampo", and any other lands in the State of Sinaloa Republic of Mexico, outside of the City of Mazatlan.

That thereafter and on, to-wit, Dec. 1, 1902, said Albert Kinsey Owen, by a competent deed and conveyance, did convey to Marie Louise Bigelow Owen, of Baldwinsville, New York, all of the right, title, interest and estate so acquired by said Albert Kinsey Owen from each and both said Louise Carman Snow and said Emilita, in and to the property hereinabove described and referred to as having been conveyed by said Louise and said Emilita to said Albert, and that therefor said Marie Louise Bigelow Owen is entitled to have distributed to her, as the grantee of and successor in interest of each said Louise Carman Snow, and said Emilita Isabelle Carman (now Emilita Isabelle Carman Beuret) so succeeded to by each said Louise Carman Snow and said Emilita, as heir at law and successor in interest to said Benjamin R. Carman, deceased, and said Frank W. Carman, deceased, and as heir at law and successor in interest to and legatee and devisee of said Elizabeth Bliss Carman, deceased.

That there is now no money in the hands of said administrator.

That the only property belonging to said deceased in the hands of said administrator is the property in said inventory described, and said inventory is hereby referred to and made part hereof, which said property consists of the following, to-wit:-

An undivided one-half interest in the Estate of Benjamin R. Carman, deceased, who was the husband of said Elizabeth Bliss Carman at the time of his death, which estate of her said husband consisted of the following, to-wit:-

- 1.- Lot of books and wearing apparel.

And no objection being made or filed, and all the law in the facts, being by the Court, fully heard, considered and understood, now on Motion of Geo. E. De Golia, Esq., it is hereby ordered, adjudged and decreed:-

That said final report and account be allowed, confirmed and approved as presented.

That distribution of the residue of ~~said~~ the estate of said Elizabeth Bliss Carman, deceased, be made to the persons and for the purposes and in the amounts as follows, to-wit:

To said LOUISE CARMAN SNOW, and said EMILITA ISABELLE CARMAN BEURET;

Each an undivided ^{one-half} interest in and to the following personal property, to-wit:-

1.- Lot of books and wearing apparel owned by Benjamin R. Carman, deceased, at the time of his death.

2.- To said Louise and said Emilita, each an undivided one-half interest in and to all of a lot of books and wearing apparel that was owned by Frank W. Carman, deceased, at the time of his death.

3.- To said Louise and Emilita, each an undivided one-half interest in and to all of the interest owned by Benjamin R. Carman, deceased, at the time of his death, in and to lands and town lots, in the City of Mazatlan, Republic of Mexico.

4.- To TO MARIE LOUISE BIGELOW OWEN, of Baldwinsville, New York, an undivided four-sixths interest, right, title and estate in and to all of the land in the State of Sinaloa, Republic of Mexico, belonging to said Benjamin R. Carman, deceased, at the time of his death, outside of the City of Mazatlan, and particularly the said lands on Topolobampo Harbor or Bay, in said State of Sinaloa, including a tract of land known as "El Mapau" containing about 5508 acres, and a tract of land known as "Bachomobampo", containing about 6240 acres

2.- All the land in the State of Sinaloa, Republic of Mexico, belonging to said Benjamin R. Carman, at the time of his death, outside of the City of Mazatlan, and particularly lands on Topolobampo Harbor or Bay, in said State of Sinaloa, including a tract of land known as "El Mapau", containing about 5508 acres, and a tract of land known as "Bachomebampo", containing about 6240 acres; also 12 1/2 per cent or more in a tract of land to the eastward of "El Mapau" and "Bachomebampo" known as "Los Mochis" and certain undefined interests in a tract of land known as "Baviri" to the westward of "El Mapau" and "Bachomebampo".

3.- Also all the interest of said Benjamin R. Carman in and to lands and town lots in the City of Mazatlan, Republic of Mexico.

Said Elizabeth Bliss Carman, at the time of her death, also succeeded to, by inheritance, from her son, Frank W. Carman, who died prior to said Elizabeth, all of the interest and estate of her said son, in and to all the property left by her said son, to-wit:-

All of a lot of books and wearing apparel left by her said son Frank.

Also an undivided one-sixth interest owned and inherited by her said son at the time of his death, in and to the estate of said Benjamin R. Carman, deceased, being the property hereinabove described as "2" and "3", on page four hereof.

The interest of said Frank in the personal property of his said father, Benjamin R. Carman, deceased, to-wit, and undivided one-sixth interest in books and wearing apparel of said Benjamin R. Carman, deceased.

That the expenses of administration, expenses of last sickness, funeral expenses and all taxes levied or assessed against any personal property of said Elizabeth Bliss Carman, deceased or her estate, have been paid, and said estate is now in a condition to be closed.

That there was no order made for the payment of family allowance.

That all expenses of administration thus far incurred have been advanced by the heirs at law of said Elizabeth Carman, deceased, or her successors in interest as aforesaid and said administrator has no claim upon said estate for the payment of any of the expenses of administration as shown by his said cash account, and has waived any claim against the property of said deceased for any said expenses or compensation in this matter.

also 12 1/2 per cent or more in a tract of land to the eastward of "El Mapau" and "Bachonobampo" known as "Los Mochis" and certain undefined interests in a tract of land known as "Baviri" to the westward of "El Mapau" and "Bachonobampo", and any other land in said Republic of Mexico, outside the City of Mazatlan.

And that upon the filing of due and proper vouchers and receipts from said distributees, that said administrator be discharged from his trust.

Done in open this 15th day of May, 1903.

Henry A. Melvin
Judge of said Court.

State of California,))
County of Alameda.) ss.

I, John P. Cook, County Clerk of the County of Alameda, State of California, and ex-officio Clerk of the Superior Court of the County of Alameda, State of California, do hereby certify that I have compared the annexed copy of Decrees of Distribution duly entered in the Estates of Benjamin R. Carman, Frank W. Carman and Elizabeth Bliss Carman respectively, with the original records thereof, now remaining and forming part of the records of the Office of said County Clerk, and of the Office of the Clerk of said Superior Court, and have found and do hereby certify the same to be true and correct copy of said original records and a correct transcript therefrom, and of the whole of such original record.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Seal of said Superior Court of Alameda County, at the City of Oakland, in the County of Alameda, State of California, this 15th day of May 1963.

(Seal)

John P. Cook

County Clerk and ex-officio Clerk of the Superior Court of Alameda Co., Cal.

State of California,))
County of Alameda) ss.

I, Henry A. Melvin Judge of the Superior Court of the County of Alameda and State of California, do hereby certify that John P. Cook whose name is subscribed to the foregoing Certificate of Attestation and Exemplification, now is, and was at the time of signing and sealing the same, County Clerk of said County of Alameda, State of California, and Clerk of said Superior Court of the County of Alameda, and the keeper of the Records and Seal thereof, and was duly elected and qualified that full faith and credit are and of right ought to be given

to all of his official acts as such Clerk in all Courts of Record and elsewhere; that said signature is genuine, and is the official signature of said Clerk, and that his said Attestation is in due form of law and by the proper officer that the Seal affixed to said Attestation is the Seal of said Superior Court; and that the authentication and exemplification of the foregoing copies of Decree of Distribution in said Estates to which said Clerk's Certificate of Attestation is attached are in due form of law and by the proper officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Seal of said Superior Court to be affixed this 15th day of May in the year of our Lord, one thousand nine hundred and three.

(Seal)

Henry A. Melvin
Superior Court Judge.

State of California)
) ss.
County of Alameda)

I, John P. Cook County Clerk of the County of Alameda, State of California, and ex-officio Clerk of the Superior Court of the County of Alameda, State of California, do hereby certify that Henry A. Melvin whose name is subscribed to the foregoing Certificate, was at the time of the signing the same, and is now Judge of the Superior Court of the County of Alameda, State of California, duly elected, commissioned and qualified; that full faith and credit are and of right ought to be given to all of his official acts as such Judge in all Courts of Record and elsewhere; that said Superior Court is a Court of general jurisdiction and has a Seal, and that the Seal affixed to said Certificate so signed by said Judge is the Seal of said Superior Court, that the signature on said Certificate is the genuine

signature of said Judge of said Superior Court.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Seal of said Superior Court of Alameda County, at the City of Oakland, in Alameda County, State of California, this 15th day of May A. D., 1903.

(Seal)

John P. Cook

County Clerk and ex-officio Clerk of the Superior Coury of Alameda Co., Cal.

UNITED STATES OF AMERICA,)
State of California,) ss.
City and County of San Francisco.)

I, James L. King, a Notary Public in and for the City and County of San Francisco, State of California, United States of America, do hereby certify that Henry A. Melvin, whose name is subscribed to the foregoing certificate was at the time of signing the same Judge of the Superior Court of the County of Alameda, State of California, aforesaid; that I am acquainted with the handwriting of the said Henry A. Melvin, and that his signature and the seal of the Superior Court upon said Certificate are genuine.

In WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at San Francisco, California, this 18th day of May, 1903.

James L. King

Notary Public

(Seal)

In and for the City and County of San Francisco
State of California

U. S. A.

Los
CONSULADO GENERAL DE ^{la} ESTADOS UNIDOS MEXICANOS

San Francisco, Cal.

El que suscribe, Consul General de los Estados Unidos Mexicanos en San Francisco de California,

Certifica: que el Senor James L. King es, como se titula, Notaris Publico y su firma es ^{la} misma que aparece al calce de la certificacion que precede.

San Francisco, May 18 de 1903

(Seal)

*El Consul General
R. de Sayos Enriquez*

Num. 181
Derechos (\$4.00) cuatro pesos

State of New York,

County of New York, ss.

I, H. R. Frest, a notary public, duly commissioned and sworn, residing in the City, County and State of New York, do hereby certify that I have carefully examined and compared the foregoing Decrees of Distribution in the Estates of Benjamin R. Carman, Frank W. Carman and Elizabeth Bliss Carman, respectively, and the certificates of attestation and exemplification thereto annexed, with an original exemplified copy thereof, which is now in the possession of Albert K. Owen, Esquire, and have found and do hereby certify the same to be a true and correct copy of said exemplified copy, and of the whole of said exemplified copy.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my seal of office, this 28th day of May, 1903.

H. R. Frest

Notary Public, 134,

New York County.



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Striving to regain from the present holders of the lands denominated "Los Mochis", situated in the District of Fuerte, State of Sinaloa, the thirty and three - eighths per cent thereof ($30 \frac{3}{8} \%$) which was granted to Messrs. Albert K. Owen, Benjamin R. Carman, and Fred G. Fitch by Senor Don Carlos Retes, said Senor Retes makes with Senor Jose Hampl, Attorney of the said Owen, the contract (agreement) which is set forth in the following paragraphs:-

First. The said Retes relinquishes all claims or rights of action that he has or may have to himself belonging in the said thirty and three - eights per cent ($30 \frac{3}{8} \%$) of the aforesaid Los Mochis lands in favor of the said Mr. Owen, and to him grants renounces and transfers said rights without reserve or exception.

Second. The said Senor Carlos S. Retes binds himself to furnish to the said Mr. Owen all the data and information that he possesses upon the said subject, in order that the said Owen, for himself and for him as cessionary, of the said Senor Carman, which he is, may take all measures he may deem advisable in order to recover the said thirty and three eighths per cent ($30 \frac{3}{8} \%$) of the said lands.

Third. In consideration whereof, the said Senor Hampl in behalf of the said Mr. Owen agrees that immediately upon his having obtained the said restitution, he will convey to the said Senor Retes, to his own use, a five per cent of said interest, executing in the necessary legal forms that may be customary in the transfer of title, or deliver to him the equivalent thereof according to such mutual agreement as may then be made concerning the compensation for the said assistance.

This agreement is signed in duplicate by the contracting parties, each one retaining a copy.

Mexico, May Fourth, one thousand Nine hundred and Three.

Jose Hampl as Attorney for Mr. A. K. Owen.

Carlos S. Retes.

V
1917

Plain copy of the record of a document made at the request of
Messrs. Jose Hampl and Carlos S. Retes.

True account, which the subscriber submits, by which it may be established who were the only persons interested in the lands of "Los Mochis" in 1881, through the informant having been the only prior owner of those lands.

In the year 1881, or before receiving the 13 titles which covered or comprised the 60,480 acres of which the lands of Los Mochis were, or are, composed, Mr. George W. Simmons Jr., representative of the Texas, Topolobampo & Pacific Railroad & Telegraph Co., arrived at El Fuerte, accompanied by Dr. Benjamin R. Carman. The said Simmons offered the sum of \$5,880. gold for 50% of all said "Los Mochis" lands, it being agreed that I would deliver to him a promise in writing to sell whenever I should have the respective titles at my disposal; and in order to make the transaction legally binding and a matter of record he delivered to me three bills of exchange aggregating the amount stipulated as above stated.

Dr. Carman being fully advised when we had arranged terms, and having drawn up the corresponding memorandum, approached me and asked in the presence of several persons that I would fix the remuneration which had been offered to the agents who had labored to induce the investment of capital for the construction of the railroad; he claimed that I should assign to Mr. Owen a ten per cent (10%), and to himself a fifteen per cent (15%) in order to enable him to use a five per cent out of his interest for other Mexican individuals who had co-operated, and leave him with a ten per cent.

In pursuance of certain considerations I admitted and acceded to what Dr. Carman claimed. Then he said to me:

"Tell your lawyer that I will arrange with him for including

this twenty-five per cent (25%) which these three parts amount to with the fifty per cent (50%) which Mr. Simmons has bought".

Then Mr. Filet, the engineer, to who I had offered in payment for surveying the lands a five and three-eighths per cent ($5 \frac{3}{8}$), knowing the agreement made with Mr. Simmons, came to me and desired also to have his interest treated in the same way, including it in the same document with the aforesaid fifty per cent (50%) in favor of the said Mr. Simmons, as representative of the said Texas, Topolobampo & Pacific R.R. & Tel. Co. When I went to see my lawyer in order to instruct him according to the foregoing, he had already drawn up the instrument as before agreed upon for the fifty per cent (50%) and consequently he had to reformulate it, as if I had sold eighty and three-eighths per cent ($80 \frac{3}{8}$); but in this new manuscript he forgot to change the clause authorizing the Texas, Topolobampo and Pacific Railroad and Telegraph Co., to take possession of the lands, as there provided that it should (the entire body of the lands to be divided into one hundred parts) take according as indicated by the drawing of lots the fifty parcels marked with even numbers or the fifty marked with odd numbers. In the instrument of transfer of ownership delivered by the subscriber in 1833, in favor of the said company represented in this case by Mr. William N. Lanphar, of Agua Caliente, District of Fuerte, this clause was remedied authorizing the purchasing company to take possession of what was purchased.

(Copy of the letter which bearing date of November 7th-1833, the subscriber directed to Mr. George W. Simmons, at the City of Boston Mass. in which he speaks in detail of the proportion in the "Los Mochis" lands the various parties in interest had in them.)

"Fuerte November 7, 1833.

Mr. George W. Simmons,
Boston, Mass.

Dear Sir:

After many years without being in correspondence with you, I now address you with two objects in view, in addition to that of greeting you and your esteemed family, including your brother James.

In the first place I wish to say to you, that the widow of Mr. Fitch, deceased, is very anxious and full of dread in consequence of the loneliness of her situation, together with her limited resources, having no other friends than her brother-in-law, Mr. A. Hubbard, and I; and neither Mr. Hubbard nor I are able to do anything for her, unless you will assist us in the matter of the proportion, on the interest which her deceased husband owned in the Los Mochis lands, which interest ought to be transferred to her, his widow.

I pray you to bear in mind that this interest was, and is, included in the 30 $\frac{3}{8}$ %, and transmit to her an instrument for her protection. I address you asking this, because to you as representative of the company it was that I conveyed the 30 $\frac{3}{8}$ % of the hundred parts into which the said lands were divided; for you remember that to the company I sold only the 50% of said lands, as set forth in clause X. of the contract (recorded in el Fuerte).

As there exists a difference of 30 $\frac{3}{8}$ %, a part that does not belong to the company, you know better than any one else to whom this remainder belongs, and can assign to each his respective share.

I have so stated to Mrs. Fitch, and she has shown me that her only hope is in you, and she relies on you to send her an instrument which will guarantee to her the interest which is hers.

I know to whom belong the other 50% (that which is not the property of the company), and the several owners are:-

Mr. Owen, 1%,

Dr. Carman, 1%,

persons in Mexico, not specified, 5%;

which 5% I granted on a condition which has now lapsed; 11 5/8% belongs to Don Blas Ibarra, 4% to Dr. Leonidas Ibarra, 5 3/8 to Mr. Fitch, and 4% to me (instead of 9%) amounting all together to the said 50%.

My second object in writing you is to say that, as you probably know, those who own, the 30 3/8%, to which is joined the 50% of which mention is made in the contract of sale to you; and as it was desired that the 5% be designed for certain expenses in Mexico, this does not now apply because the concession has expired, and now does not have to be paid so that what I desire is that you take account of and assign to me this 5%, as it was known to be mine in the beginning, when originally fixing that 30 3/8% in excess of the 50% of the company.

As the opinion which I formed in the short time during which I had the pleasure of knowing you, is that you are a perfect gentleman of sound judgment, honorable and just, I have no doubt whatever that you will recognize the justice of my request. You are at the same time also aware, that I am the only person who worked to secure the titles from the Mexican Government; and that he who surveyed the lands and marked their bounds, was Mr. Fitch; and that it was at no cost to Mr. Owen nor Dr. Garman out of the 10% which each of them own. Thus, then, I hope that in fairness and in justice, this 5% will be returned to me, which I yielded conditionally for those persons in Mexico; they not having received it, it is right that it be returned to me, the original owner.

Mrs. Fitch and I pray that you will favor us with a reply as soon as possible. I am sincerely, & etc. & etc.

Carlos S. Retes.

(Copy of what the subscriber wrote under date of February 15, 1881, in Mazatlan).

Mazatlan, February 15, 1881.

Dr. B. R. Garman,

Present.

My dear Sir:

By this instrument (statement), I aim to make clear, for the uses that you may deem proper:

That I convey to the association (Syndicaté) composed of Messrs. Blas Ibarra, Owen, Fitch and yourself exclusively the rights (title) decreed to me by the District Judge in the Denouncement which under date of the fourth day of the current month and year, I made in company with Victor Escalante, Casimiro Morales, Eudaro Estvilla, Emigdio Leyva, Francisco Cola, Nepomuseno, Apodaca, Teofile, Soto, Paz Leyva, Feliciano, Soto, Silverio, Paz Armenta, Salome Soto y Arcadio Ruiz of the land known by the name of "Los Mochis", situated in this District, in the sub-district (?) of Ahome; and likewise all the title which I have bought from my said associates, provided the said syndicate of which you form a part, indemnify me pro rata, the expenses which I have incurred, and those which I have to meet in my journey to and from Mazatlan, and provided two or three rights (shares) reserved to myself are conceded in order that they may serve in exchange with Messrs Becerra Brothers, on my own part and that of my brothers Don. Adolph Retes in the mines of Pedras Verdes, which his employees denounced, and in order to cancel the title which in my name, I represent in the said denouncement, and which the documents cover in my name. To be more specific, and that there may remain no question as to my obligation in this matter I affirm; that on arriving at el Fuerte with the said denouncement approved by the District Judge, I will have the company of which you form part, pay to me all the expenses incurred, as I have stated, and will sell judicially or extrajudicially, the said rights, leaving it to your company to meet the expenses that are required for this. And to bind myself to this agreement, as well as my heirs, I sign these presents, duly stamped, and direct that they shall comply with this my agreement in case that I should die.

Yours & etc. & etc.

Carlos S. Retes (Seal)

Witnesses

F. Garcin (Seal)

Wm. L. Zuber (Seal)

Further, I can say that I am acquainted with the documents through which it is proved that Mrs. Louise Bigelow Owen, wife of the said Albert K. Owen, bought from the estate of the deceased B. R. Carman the interest which he owned in the District of el Fuerte

Mexico, May 1, 1903.

Carlos S. Retes.

In the City of Mexico, on the fourth day of May, One thousand nine hundred and three, before me, Augustin Perez de Lava, Notary public, Notary's office number seventy two, and before the witnesses, Messrs. Gustav Serralde and Antonio Sanchez Islas, both married, the first a student, twenty four years of age, residing at Number four of Primera del Naranjo street, and the second in private employment, thirty-three years of age, residing at number one of Norte Second street:- appeared Messrs. Jose Hampl and Carlos S. Retes and say: that the second named, as the only owner previous to the year one thousand eight hundred eighty one, of the lands termed "Los Mochis situated in the District of el Fuerte of the State of Sinaloa, has communicated to Mr. Hampl representative of MR. Albert K. Owen, interested as co proprietor of the said lands, certain data relative to alienation that were subsequently made of the said lands, which data are contained in the statement which gentleman has delivered, subscribed to by him, and dated the first of this present May. That Mr. Hampl realizing the importance of these statements and desiring to prevent their loss has decided that this document shall be recorded and that needed copies shall be dispatched, and to this Mr. Retes give his unqualified assent, affirms that the signature is his which is appended to the statement and that he ratifies it in every

art. In consequence the same gentleman delivers the said State ment in triplicate, signed and sealed by Mr. Retes, and the undersigned Notary affixed the packet Number seventy of the Appendix to this official record for its due force and effect. He reads this record to the gentlemen appearing and their witnesses, the former manifest their accord and their agreement in its effect, and the witnesses sign it together, the authorizing and signing being a continuous act, in the presence of the Notary, and Mr. Retes admitting that he appreciates the character that Mr. Hampl has as representative of Mr. Owen, whose personality he recognizes; and they show themselves in general characteristics to be, Mr. Retes, widower, proprietor, fifty-four years of age, with residence in el Fuerte, and Mr. Hampl, married, civil engineer, fifty two years of age, resident in Los Mochis, both temporarily in this Capital, to whom I give faith of Knowledge, and that they are of legal capacity.

Jose Hampl.

Carlos S. Retes.

Antonio Sanchez Iolas

Gustavo Serralde

Ag. Perez de Lara, A seal which says: "Augustin Perez de Lara Notario No. 62. Ciudad de Mexico.

Duties collected: twenty dollars.

The undersigned sub-secretary of Justice, certifies the signature and seal of C. Augustin Perez de Lara as being Notary Public in fact.

Mexico, May 9, 1903.

Stamp of 10 cents cancelled with the seal of the office of the sub-secretary of Justice. (S)

E. Navoa.

STATE OF NEW YORK :
: SS:
COUNTY OF NEW YORK :

dup
vg

Marie LOUISE B. OWEN being duly sworn deposes and says:

1. That she is a resident of Baldwinsville, County of Onondaga, State of New York, United States of America, and is the wife of Albert K. Owen.
2. That heretofore and during the year 1901 she became possessed by purchase of all the right, title and interest of the said Albert K. Owen and of the late Dr. Benjamin R. Carman, formerly U. S. Consul at Mazatlan, State of Sinaloa, Mexico, and of the heirs at law and next of kin and representatives of of the said Carman in and to all the lands theretofore owned by the said Owen and Carman, which are included in the lands known as Los Mochis in said State of Sinaloa, and also including these lands along and adjacent to the harbor of Topolobampo in said State of Sinaloa.
3. That her husband, the aforesaid Albert K. Owen, has heretofore represented her and still does represent her in regard to all of said lands as her agent and attorney in fact.
4. That she is informed and believes that an attempt is being made to oust and eject from some of the lands owned by deponent certain persons known as the Topolobampo Colonists who are represented by one Joseph Hampl.
5. That said Topolobampo Colonists, who are represented by said Hampl, and who are now residing along Los Pastes Ditch, and in the vicinity thereof, are upon said lands with her full consent, knowledge and authority, and that it is her wish that they shall not be molested in any particular, but that they shall be protected in their occupancy to the fullest extent.

Marie Louise B. Owen

Subscribed and sworn to before me, H. R. Frost, a Notary Public in and for the County of New York, State of New York, by the aforesaid Louise B. Owen, to me known and known to me to be the individual described in and who makes oath to the foregoing affidavit, this 19th day of November, Nineteen hundred and three.

H. R. Frost,
Notary Public,
New York County.

STATE OF NEW YORK :
 : SS:
COUNTY OF NEW YORK:

Albert K. Owen being duly sworn deposes and says: that he is the person referred to in paragraphs 1 and 3 of the foregoing affidavit; that he has read the said affidavit and knows the contents thereof and that the same is true.

Albert K. Owen,

Subscribed and sworn to this 19th day of November, 1903, before me, H. R. Frost, a notary public in and for the County of New York, by the aforesaid Albert K. Owen, to me known and known to me to be the individual mentioned in and who makes the foregoing affidavit.

H. R. Frost,
Notary Public,
New York County.