

SUBSCRIPTIONS.

THE PACIFIC-KANSAS INVESTMENT COMPANY.

I, the undersigned, hereby associate myself with the other undersigned subscribers hereto, and promise and agree to pay the amount set opposite my name, for the purposes set forth in the "Memoranda" hereto attached and made a part hereof, and subject to the following conditions, to wit:

1st: That a corporation shall be organized under and in accordance with the laws of some of the States of the United States, to be designated and known as The Pacific Kansas Investment Company, with an authorized Capital Stock of Two Hundred and Fifty Thousand Dollars (\$250,000.) divided into shares of One Hundred Dollars (\$100.) each.

2nd: That subscriptions hereto shall not be binding unless the full amount of Two Hundred and Fifty Thousand Dollars (\$250,000) shall be, in good faith, subscribed, and payment thereof made, or secured to the satisfaction of Wm. Windom.

3rd: That payments of the cash subscription shall be made to the Treasurer of The Pacific-Kansas Investment Company, in instalments as the Board of Directors shall order; or in lands and materials as they may agree with subscribers, and each subscriber shall have and receive one share of stock for each and every One Hundred Dollars (\$100.) or their equivalent paid, issued as full paid and non-assessable and evidenced by duly executed Certificates

of Stock. All Stock to be paid for in Lawful Money of the United States, or in steel rails, fastenings, ties, lumber, rolling stock, iron pipes, steamboat, tools, supplies, etc., names in the accompanying "Memoranda", each and all to be taken at prices, ruling at the time of purchase, and to be paid for with said stock at par.

4th: That The Pacific-Kansas Investment Company binds itself and will be bound to appropriate and use the funds, material, lands, etc., arising from these subscriptions and said sales of stock, to promote the purposes set forth in said "Memoranda".

5th: That The Pacific-City Construction Company, by virtue of a contract obtained from The Texas, Topolobampo and Pacific Railroad and Telegraph Company, which agrees to deliver and pay to The Pacific-City Construction Company for the construction and equipment of its railroad and telegraph, as set forth in said "Memoranda", 1,500 shares of its full paid Capital Stock and corresponding income bonds and Twenty thousand Dollars (\$20,000.) in its First Mortgage Bonds upon a basis of Twenty-five thousand Dollars (\$25,000) per mile, and, also, to sell and convey to The Pacific-City Construction Company, at any time within Five (5) years, all its interests in and to the "City Site" lands so-called, at and near the bay and harbor of Topolobampo, Sinaloa, Mexico, as already located, surveyed and platted by said Railroad and Telegraph Company, as held by Hon. Wm. Windom, Trustee, and additional lands acquired by virtue of said Railroad Company's Contract with the Mexican

Government, dated Dec. 5th, 1882, and also, all of said Railroad Company's Water Rights, as set forth in Article 12 of Contract of July 22, 1886; and, also, to collect and pay over to The Pacific-City Construction Company two-thirds (2-3) parts of all the subsidies which shall fall due from the Government of Mexico, on account of the construction of the Section of railroad referred to in said "Memoranda" by virtue of its contracts with said Railroad Company; and all of said Railroad Company's deposits, of \$90,000. in the Mortgage Bank at Mexico City, subject to the payment therefrom of such sum, not to exceed \$20,000 as are justly due from said Railroad Company to its Directors and Assistants in the City of Mexico, and the said Pacific-City Construction Company pledges itself to execute a valid and binding Contract with The Pacific-Kansas Investment Company which shall contain the following provisions, together with such others as The Pacific-Kansas Investment Company and The Pacific-City Construction Company may agree upon:

(a) That all the labor and materials necessary to complete said Railroad, Wharf, Custom House, etc., referred to in said "Memoranda", other than materials to be furnished by The Pacific-Kansas Investment Company, shall be done and provided by The Pacific-City Construction Company, including the work and materials already expended thereon, and for the operations of said Railroad, Telegraph and Steamboat.

(b) That The Pacific-City Construction Company binds itself and will be bound to pay to The Pacific-Kansas

Investment Company on the completion of Fifteen and one-half (15½) miles of said Railroad, One Hundred and Fifty-five thousand Dollars (\$155,000), in said First Mortgage Bonds and as soon as said Subsidy is received, Eighty Three Thousand Three Hundred and Twenty Eight Dollars (\$83,328.), and on the completion of each and every six and one-fifth (6 1-5) miles thereafter Sixty-two thousand dollars (\$62,000), in said Bonds and Thirty-three thousand three hundred and thirty-one Dollars (\$33,331). in said Subsidy until Thirty-five (35) miles of said Railroad have been completed and Three Hundred and Fifty thousand dollars (\$350,000) in said Bonds and One hundred and eighty-eight thousand one hundred and sixty dollars (\$188,160) in said Subsidy have been paid.

(c) That The Pacific-City Construction Company binds itself and will be bound to pay to The Pacific-Kansas Investment Company after the completion of Thirty-one (31) miles of said railroad, and as soon as received, Seventy thousand dollars (\$70,000) the sum remaining from the deposit referred to in clause 5 of this instrument.

(d) That The Pacific-City Construction Company guarantees to pay half yearly, six (6) per centum, United States Money, per annum, (\$21,000) on said Bonds, and pledges Twenty (20) per centum of all the receipts from the sales or leases of its lands and lots to meet any possible deficiency in the earnings of the said Railroad, Telegraph and Steamboat to pay said interest (\$10,500, semi-annually) as the same shall mature; such guarantees and pledges to

be secured by a First Mortgage of all the lands and properties of the Company. The Pacific-City Construction Company will pay to 6th: On the completion and equipment of the said Thirty-five (35) miles of railroad, The Pacific-Kansas Investment Company shall have a like interest except as to the \$20,000 of deposits in Mexico in all the remaining Sections of said Railroad and Telegraph line to Presidio del Norte, and from thence to Kansas City on condition that it shall provide in U. S. Money or necessary supplies, rails, ties, rolling stock, tools, etc., \$8,000. per mile for use in the construction and equipment of said Sections upon requisitions from the Chief Engineer of The Pacific-Kansas Construction Company; and subject to his inspection and approval; the distance being estimated at Three hundred and eighty five miles of the Railroad and Telegraph to Presidio del Norte, and from thence, eight hundred and ninety-two miles to Kansas City.

7th: The Pacific-City Construction Company binds itself and will be bound to furnish the labor and skill to survey, construct and operate the said Railroad and Telegraph and to pay to The Pacific-Kansas Investment Company, in advance in the construction of each Six and one-fifth (6 1-5) miles of said Section of three hundred and eighty-five miles to Presidio del Norte, \$62,000. in said First Mortgage Bonds; and after the completion of each six and one-fifth (6 1-5) miles of said Section of Railroad and Telegraph and as soon as received, \$33,331. in said Subsidy, until \$3,850,000, in said Bonds and \$2,089,760. in said

Subsidy have been paid; and from Presidio del Norte to Kansas City, The Pacific-City Construction Company will pay to The Pacific-Kansas Investment Company, in advance of the construction of each Ten miles \$100,000. in its First Mortgage Bonds, on a basis of \$20,000 of said Bonds issued to the mile.

8th: That all organizations, contracts and instruments in writing requisite to carry out the purposes of this subscription shall be duly authorized and executed.

Name.

Address.

No. of Shares.

M E M O R A N D A .

After a full and careful consideration and estimate, the following is submitted as a statement of the amount of capital and labor required to insure the success of the Great Enterprise inaugurated by the Texas, Topolobampo and Pacific Railroad and Telegraph Company:

For Water pipes, pumps, etc (35 miles)	\$ 40,000.
For Steamboat service (Topolobampo to Guaymas) . .	10,000
For 84 tons steel rails and fastenings (84 x 35)	
2,940 x \$33.	82,320
For ties (2,640 x 35 - 92,400 x 35 cts.)	32,340
For two locomotives (\$4,000 x 2)	8,000
For Fifteen Flat Cars (\$200. x 15)	3,000
For Twelve sets of Frogs and switches (75 x 12)	900.
For Telegraph line and fixtures (100 x 35)	3,500
For Custom House (as agreed upon)	3,750
For Wharf and Storehouse	2,000
For tools, etc. for construction	4,000
For payment to Construction Company	5,000
For sundries and incidentals	5,190
	\$200,000.

The Bay and Harbor of Topolobampo must, in the minds of intelligent observers, soon become a point of vast importance in the world's commerce - soon become the rival of San Francisco on the Pacific Coast, and, not in the far future, will dominate the swelling tides of transportation between the Orient and the Occident, and largely gather

the business of the Continent North of the Isthmian Division. Time and distance are the governing factors.

The geographical position of Topolobampo with its accessible, capacious, deep and secure harbor, invites, with golden promise, connection with our railroad system through Kansas City, and offers the shortest line, the shortest time for travel and the cheapest transportation across the Continent.

The Texas, Topolobampo and Pacific Railroad and Telegraph Company, The Pacific City Construction Company and The Pacific-Kansas Investment Company, as set forth in the Syndicate "Subscriptions" to which this "Memoranda" is appended, can, with the comparatively small amount of labor and capital, estimated as above, possess and control this "Lock and Key" of Commerce, to which many watchful and eager eyes are turned.

Under the broad and liberal concessions from the Government of Mexico, more than \$300,000, have been paid out, in cash, in securing the franchises, in making the surveys and in getting the 35 miles of road-bed ready for ties, between Topolobampo Bay and Puerte River; and many years have been occupied in selecting lands, studying the resources of the country, making surveys and in preparing this enterprise of railroad, town, farm, factory, etc., for profitable investment. The Texas, Topolobampo and Pacific Railroad and Telegraph Company is incorporated under the laws of Massachusetts and The Pacific-City Construction Company will be incorporated under the laws of one of the

States of the United States.

The Pacific City Construction Company will own 17,280 acres or 27 square miles of land known as Pacific-City site, lying on Topolobampo Bay, and contract to buy a tract of farm land known as the "Mochis" of 50,000 acres for Fifty thousand Dollars (\$50,000).

To get the title to the "Mochis" lands, to bring water upon the same, and upon Pacific-City site, and to make orchards, vineyards, stock ranches, farms and gardens and to connect the Bay of Topolobampo with the Puerte River, by railroad and telegraph lines, 35 miles in length, and to put on a Steamer which will make bi-weekly trips between Topolobampo and Guaymas, will require only the amount of money estimated, together with the labor and money which the Pacific-City Construction Company proposes to furnish.

This plan is that the subscribing investors, through The Pacific-Kansas Investment Company, shall purchase said "Mochis" land, buy said Steamer, furnish said pipes, tools, etc., necessary to complete said railroad and telegraph, while The Pacific-City Construction Company will perform all the labor, as set forth in the "Subscription". The uses of said City site and Mochis other than for railroad purposes will be sold only to persons employed by The Pacific-City Construction Company. The City site will be disposed of upon the following plan, unless otherwise agreed to by the said Construction Company.

Pacific-City site contains 100,000 building lots 25 x 125 and about 50% of the total area of said City site

are in public reservation.

First Series500 x \$10.	\$	5,000
Second Series	500 x \$40		20,000
Third Series	500 x \$80.		40,000.
Fourth Series	500 x \$160		80,000
Fifth Series500 x \$200		100,000.
Sixth Series500 x \$300.		150,000
Seventh Series500 x \$400.		200,000
Eighth Series	500 x \$500.		250,000
Ninth Series500 x \$550.		275,000
Tenth Series	95-500 x \$600.		57,300,000.
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	100,000 x \$584.20		\$58,420,000.

By this plan Pacific-City is controlled from the first by an incorporated Company. Every laborer on the railroad becomes a settler, and every settler becomes a stockholder in The Pacific City Improvement Company. The money paid for lots and for lot uses and leases will go into The Pacific-City Treasury, speculation in land values will not be possible, and order and freedom enjoyed from the beginning of the City improvements by every one who goes there to live; hence, the settling of Pacific City will be rapid and by educated persons, disciplined to useful labors and crafts.

Under this plan, for every dollar paid for lots and lot uses and leases in said City site and for farms and farm uses and leases in said "Mochis", 20 cents will be put aside to guarantee the interest upon the bonds paid to The Pacific-Kansas Investment Company, 20 cents will be

paid as dividends on the stock held by the settlers, 50 cents will be used to develop Pacific City Site and the "Mochis" lands and 10 cents will go to a working fund for the promotion of the railroad and colonizing enterprises.

The said Railroad Company by the provisions of its last contract with the Government of Mexico, July 16, 1888, has been released from the right and obligation to construct intersecting branch lines of railroad to Mazatlan and Alamos, and the sections required to be constructed upon the main line, have been reduced to 50 kilometres (31 miles) the first year, from Aug. 2, 1888, and 100 kilometres (62 miles) within each two succeeding years thereafter, in lieu of 100 kilometres and 150 kilometres as originally required. The section of road (35 miles) from harbor to river, being relieved from all labor charges, must pay largely over all other operating expenses from the start; and with two sections, more (93 miles in all) completed, the road will absorb the great business of converging mining roads and reach the vast lumber products and manufacturing facilities of the upper river Fuerte and its tributaries. Even the building of the first section of 35 miles to the projected intersecting lines of railroad, at Vegaton, to Mexico City and to the Sonora Anthracite Coal Fields, must secure a large volume of business; and at a distance of 300 miles from Topolobampo Bay, the line will form a junction with the Mexican Central Railroad, at or South of Chihuahua City. These facts insure the means for the rapid construction of the additional sections.

The plan proposed is just and eminently profitable

to all the parties interested, while preserving the separate and distinct rights of each Company.

The Texas, Topolobampo and Pacific Railroad and Telegraph Company will receive \$175,000. in First Mortgage Bonds upon the completion of the first 35 miles of said Railroad and \$1,925,000. in said Bonds when the line is completed to Presidio del Norte, while the completion of the first section will make its railroad stock worth par for sale and much more to keep. It must be remembered also, that said Railroad built as it will be by this plan, has the operation expenses so provided for that the interest on the bonds take precedence of all other payments. That is to say, that the first \$1,500, per mile received upon the said Railroad, Telegraph and Steamboat, will be set aside to meet the interest on the Twenty-five thousand dollars (\$25,000) of Bonds issued.

The Pacific-Kansas Investment Company will receive ample security for its investment in the \$350,000 of First Mortgage Bonds based upon the railroad and its franchises and having their interest guaranteed by 20 per cent. from the sales and leases of the lands of The Pacific-City Construction Company in case the earnings from said Railroad, Telegraph and Steamboat do not pay the same, and such guarantee is secured by a first mortgage upon all the lands and properties of the Construction Company. Again, the total amount of Subsidy received by the Railroad Company plus the deposit of \$70,000 remaining, after said Railroad Company has paid its Directors \$20,000, in Mexico City,

makes \$258,160, which of itself will pay back the principal advanced by The Pacific-City Investment Company.

The First Mortgage Bonds are to be 6% (gold) Thirty (30) year Bonds; \$350,000 x 6% -- \$21,000, or nearly 8½% on \$250,000; or if the investors wish to sell their Bonds as soon as the said 35 miles are completed they would sell at least for 75% - \$262,000. The Pacific-Kansas Investment Company after the completion of said 35 miles will have the option to continue in the construction and equipment of additional sections of the road to Presidio del Norte and have on hand the Subsidies and Bonds available for each succeeding Section. After the completion of the first 35 miles, it is believed that each additional section of 6 and 1-5th miles can be completed by sale of Bonds alone, leaving to The Pacific-Kansas Investment Company a Subsidy of \$33,361, clear profit on each section. This profit when carried out on 385 miles, the estimated distance from the end of the 35 mile section to Presidio del Norte, will amount to \$5,376, per mile x 385 - \$2,069,760. Investors may figure for themselves and have equally profitable results from other standpoints. Persons may rest assured that the Subsidy will be paid by Mexico; for while The Pacific-Kansas Investment Company is receiving \$5,376. per mile, influential Mexican Citizens are receiving \$2,688 per mile.

Again, The Pacific-Kansas Investment Company would receive \$8,920,000, in First Mortgage Bonds on the 392 miles of line from Presidio del Norte to Kansas City. The

necessary supplies to be furnished for this section of Railroad and Telegraph lines could readily be bought for \$8,000, in said Bonds per mile, when the interest is guaranteed, as the interest on these Bonds will be by The Pacific-City Construction Company by this time strong and influential, and this would leave \$2,000, per mile or \$1,784,000 clear profit for The Pacific-Kansas Investment Company, on the section in the United States.

The Pacific-City Construction Company will receive ample remuneration for its investments and labor in the furthering of its great plan of dividing profits with those it employs, and in the realization of a new and attractive field for home, farm and factory free from the disorders and expenses characteristic of large and new enterprises.

For further information, as to the status and prospects of this enterprise, reference may be had to the great array of tracts, plans and literature at the Company's office No. 32 Nassau Street, New York, or to such as may be presented with this "Memoranda".

Respectfully submitted,

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SUBSCRIPTIONS.

THE PACIFIC-KANSAS INVESTMENT COMPANY.

I, the undersigned, hereby associate myself with the other undersigned subscribers hereto, and promise and agree to pay the amount set opposite my name, for the purposes set forth in the "Memoranda" hereto attached and which is made a part thereof, and subject to the following conditions, to-wit:

1st. That a corporation shall be organized under and in accordance with the laws of West Virginia or Missouri, to be designated and known as The Pacific-Kansas Investment Company, with an authorized Capital Stock of Two Hundred and Fifty Thousand Dollars (\$250,000.) divided into shares of One Hundred Dollars (\$100.) each

2nd.- That subscriptions hereto shall not be binding unless the full amount of Two Hundred and Fifty Thousand Dollars (\$250,000.) shall be, in good faith, subscribed.

3rd.- That payments of the subscriptions shall be made to the Treasurer of The Pacific-Kansas Investment Company, in instalments as the Board of Directors shall order; and each subscriber shall have and receive one share of stock for each and every One Hundred Dollars (\$100.) or their equivalent paid, issued as full paid and non-assessable and evidenced by duly executed Certificates of Stock. All Stock to be paid for in Lawful Money of the United States, or in "Mochis" lands or in other lands in Sinaloa, Mexico, not to exceed in all 50,000 acres and at a valuation not in excess of One Dollar per acre; or in Steel-rails, fastenings, ties, lumber rolling stock, iron pipe, Steamboat, tools, supplies, etc., named in the accompanying "Memoranda" each and all to be taken at market prices, ruling at the time of purchase, and to be paid for with

said stock at par.

4th.- That The Pacific-Kansas Investment Company binds itself and will be bound to appropriate and use the funds, material, lands etc., arising from these subscriptions and said sales of stock, to promote the purposes set forth in said "Memoranda".

5th.- That The Pacific-City Construction Company, by virtue of a contract obtained from The Texas, Topolobampo and Pacific Railroad and Telegraph Company, which agrees to deliver and pay to The Pacific-City Construction Company for the Construction and equipment of its railroad and telegraph, as set forth in said "Memoranda", 1500 shares of its full paid Capital Stock and corresponding income bonds and Twenty Thousand Dollars (\$20,000.) in its First Mortgage Bonds upon a basis of Twenty-five Thousand Dollars (\$25,000.) per Mile, and, also, to sell and convey to The Pacific-City Construction Company, at any time within Five (5) years, all its Interests in and to the "City Site" lands, at and near the bay and harbor of Topolobampo, Sinaloa, Mexico, as already located and surveyed by The Mexican-American Construction Company and acquired by virtue of said Railroad Company's Contract with the Mexican Government, dated July 22, 1886, and, also, all of said Railroad Company's Water Rights, as set forth in Article 12 of said Contract of July 22, 1886; and, also, to collect and pay over to The Pacific-City Construction Company two thirds (2-3) parts of all the subsidies which shall fall due from the Government of Mexico, on account of the construction of the Section of railroad referred to in said "Memoranda" by virtue of its contract with said Railroad Company; and all of said Railroad Company's deposits, of \$90,000 in the Mortgage Bank at Mexico City, subject to the payment

from said deposit of such sums , not to exceed \$20,000 as are justly due from said Railroad Company to its Directors and Assistants in the City of Mexico, pledges itself to execute a valid and binding Contract with The Pacific-Kansas Investment Company which shall contain the following provisions, together with such others as The Pacific-Kansas Investment Company and The Pacific-City Construction Company may agree upon:

(a) That all the labor and materials necessary to complete said Railroad, Wharf, Custom House, etc., referred to in said "Memoranda", other than materials to be furnished by The Pacific-Kansas Investment Company, shall be done and provided by The Pacific-City Construction Company, including the work and materials already expended thereon, and the operation of said Railroad, Telegraph and Steamboat.

(b) That The Pacific-City Construction Company binds itself and will be bound to pay to The Pacific-Kansas Investment Company on the completion of Fifteen and One half (15 1-2) miles of said Railroad One Hundred and Fifty-five Thousand Dollars (\$155,000.) in said First Mortgage Bonds and as soon as said Subsidy is received, Eighty Three Thousand Three Hundred and Twenty Eight Dollars (\$83,328.) and on the completion of each and every Six and one-fifth (6 1-5) miles thereafter Sixty Two Thousand Dollars (\$62,000.) in said Bonds and Thirty Three Thousand Three Hundred and Thirty One Dollars (\$33,331.) in said Subsidy until Thirty five (35) miles of said Railroad have been completed and Three Hundred and Fifty Thousand Dollars (\$350,000.) in said Bonds and One Hundred and Eighty Eight Thousand One Hundred and Sixty Dollars (\$188,160.) in said Subsidy have been paid.

(c) That The Pacific-City Construction Company binds itself and will be bound to pay to The Pacific-Kansas Investment Company after the completion of Thirty-One (31) miles of said Railroad, and as soon as received, Seventy Thousand Dollars (\$70,000.) the sum remaining from the deposit referred to in clause 5 of this instrument.

(d) That The Pacific-City Construction Company guarantees to pay Six (6) per centum, United States Money, per annum (\$21,000) on said Bonds, and pledges Twenty (20) per centum of all the receipts from the sales or leases of its lands and lots to meet any possible deficiency in the earnings of the said Railroad, Telegraph and Steamboat to pay said interest for Fifteen (15) years except said Bonds, by mutual consent are cancelled before that time.

6th. On the completion of the said Thirty-five (35) miles of Railroad, The Pacific-Kansas Investment Company shall have the option to increase its capital stock to One Million Dollars (\$1,000,000.) provided they bind themselves to buy \$8000 worth of necessary supplies, rails, ties, rolling stock, tools etc, upon the requisition from the Chief Engineer of The Pacific-City Construction Company; and subject to his inspection and approval for the remaining 385 miles of the Railroad and Telegraph to Presidio del Norte, and from thence, 892 miles, to Kansas City.

7th. The Pacific-City Construction Company binds itself and will be bound to furnish the labor and skill to survey, construct and operate the same and to pay to The Pacific-Kansas Investment Company, in advance of the construction of each Six and one-fifth (6 1-5) miles, of said section of 385 miles to Presidio

del Norte, \$62,000 in said First Mortgage Bonds; and after the completion of each Six and one-fifth (6 1-5) miles of said section of Railroad and Telegraph and as soon as received, \$33,331 in said Subsidy, until \$3,850,000 in said Bonds and \$2,089,760. in said Subsidy have been paid: and from Presidio del Norte to Kansas City, The Pacific-City Construction Company will pay to The Pacific-Kansas Investment Company, in advance of the construction of each ten miles \$100,000 in its First Mortgage Bonds, on a basis of \$20,000 of said Bonds to the mile.

8th. That The Pacific-City Construction Company binds itself and will be bound to pledge 20% of all receipts from the sales and leases of any and all of the lands, which it now holds or may hold, to guarantee the interest on said Bonds, issued on the entire line from Pacific City to Kansas City, a distance of about 1312 miles.

NAME.	ADDRESS.	NO. OF SHARES.