

Feb. 2-1900.

Ortiz  
To  
Owen.

Mexico, January 26<sup>th</sup>, 1900.

(16)

Mr. A. K. Owen,  
New York City, N. Y.

My dear Friend:

Since your favor of Oct. 27<sup>th</sup>,  
in which you tell me that you expect to  
soon write me, giving me favorable news  
regarding the Topolobampo Railway, I  
have heard nothing from you, and I  
should sincerely regret your not being  
able to close the matter in the way ar-  
ranged with Mr. Creel, but anyhow, I  
would like for you to write me about your  
work and tell me in what way I can help  
you. With kindest regards for Mrs. Owen, I am,  
Yours very truly, J. M. Ortiz.

Mexico, January 26, 1900.

Mr. A. K. Owen,  
New York City, N. Y.

My dear friend :

Since your favor of Oct. 27, in which you tell me that you expect to soon write me, giving me favorable news regarding the Topolobampo Railway, I have heard nothing from you, and I should sincerely regret your not being able to close the matter in the way arranged with Mr. Creel, but anyhow, I would like for you to write to me about your work and tell me in what way I can help you.

With kindest regards for Mrs. Owen, I am,

Yours very truly,

Jose M. Ortiz.

Mexico, February 11, 1900.

My dear Mr. Owen:

Yours of the 2nd inst., was duly received and contents noted with pleasure.

I hope that you will be able to materialize your projects and when the time comes please let me know of your trip to Chihuahua in order to write to Mr. Creel requesting him to attend to you in the best way possible; as he may feel hurt for not having received any news from you for a long time. I expect though that he will be very reasonable in his dealings with you.

With kindest regards to Mrs. Owen, I beg to remain,

Yours very truly,

Jose M. Ortiz.

Ortiz  
to  
Owen

Mexico, Feb. 11<sup>th</sup>, 1900.

(19)

My dear Mr. Owen:

Yours of the 2<sup>nd</sup> inst. was duly received and contents noted with pleasure.

I hope that you will be able to materialize your projects and when the time comes please let me know of your trip to Chihuahua in order to write to Mr. Creel requesting him to attend to you in the best way possible; as he may feel hurt for not having received any news from you for a long time. I expect though that he will be very reasonable in his dealings with you.

With kindest regards to Mrs. Owen, I beg to remain,

Yours very truly

José M. Ortiz.

Telegram-

Ortiz  
to  
Owen.

Mexico City Feb 19<sup>th</sup> 1900.

A. K. Owen

(26)

Creel awaits your close  
arrangements provided you bring  
money deposit.

José Ortiz.

vg dep

Telegram -

Owen,  
to  
Ortiz.

(25)

José M. Ortiz.  
Puente Espiritu Santo 1  
Mexico City, Mexico.  
Feb 19<sup>th</sup>, 1900.

Have telegraphed Chihuahua  
Company incorporated, money  
negotiated, asked conference  
immediately.

Owen.

vg dup

Telegram -  
Owen,  
to  
Ortiz.

(27)

Jose M. Ortiz  
Puente Espirito Santo 1 -  
Mexico City, Feb 21<sup>st</sup> 1900.

Will be Chihuahua Tuesday  
with everything in hand possi-  
tively fixed.

Owen

v  
d  
p

Chihuahua, March 5, 1900.

Senor Don Enrique C. Creel,

C I T Y .

My dear Mr. Creel:-

The time has come for you and me to exchange letters in order to fully understand our personal wishes and to agree upon our business relations and respective interests in the enterprises, associated and to be associated with Topolobampo Harbor, Sinaloa Mexico. These to include such Railroad lines as that from Chihuahua City to the Rio Grande from La Junta to Batopilas, Guadalupe y Calvo, etc; from Vegeton North to connect with the Sonora Railroad and south to Mazatlan; steamship concessions from Topolobampo to ports in South and North America, and in the Orient; smelters, manufactures, mining and other enterprises which may be urged to be of importance to properly and vigorously advance the railroads running from Topolobampo, East, North, and South.

I have been careful, as you must now fully understand, to carry out our expressed purposes of May 22, 1899, and have fully protected your interests and your wishes; in fact, I have done more; for not only have I secured for you the position of Vice-President and a stock interest in the great trunk line from Kansas City to Topolobampo, a line that will be quite 1,800 miles long, but I have arranged for a combine of stock interests so that President Stilwell, Mr. Witherbee, yourself and myself can pool enough stock to cover 51% of the whole issue from Kansas to Topolobampo; in order that we four can manage the enterprise from start to finish, and in a large way may profit from the enterprise and its associated business.

Therefore, in consideration of this work which is unprecedented for the many advantages secured, and of my many labors and large expenses in pressing the importance of this zone of Mexico to favorable public notice, I now ask the following:



E. E. C. p. 2

1st. That you and I become associated partners in the development of Topolobampo Harbor, its lands, its system of railroads, and associated enterprises.

2nd. That our interests in the Mexican Pacific Railway Company and the Chihuahua & Pacific Railroad Company stand as they are now, you receiving your compensation out of the \$800,000 of subsidy bonds paid for the concession from Guerrero to Topolobampo and for what you may sell your interest in the Chihuahua & Pacific Railroad Company; but in all the other concessions both for railroads, steamship lines, colonization, manufacturing, mining, smelting, etc., etc., which I may induce our associates in the United States and England to finance and which you may obtain the best concession, or concessions, to promote, you and I to reserve in each 50% of the capital stock (each of us 25%) and to give Mr. Stilwell and Mr. Witherbee 50% in order that we four can pool our stocks, use 49% for the encouragement of capital, if necessary and still retain the management of each and every enterprise that we undertake to advance.

In a word, you and I are to stand in close business partnership as against Mr. Stilwell and Mr. Witherbee, and secure for ourselves, for such concessions as we may get an equal representation and interest with them in the enterprises that they secure the capital, to advance.

In this way we can secure advantages and protections which cannot be secured in any other way and at the same time we can be just to ourselves and to every one concerned.

In permitting Mr. Witherbee to become the contractor with you, I did so, the better to carry out your expressed wishes that, for the present, I be unknown in the enterprise to the public, but I now ask you to correspond only through me with Mr. Witherbee or Mr. Stilwell, and in no case to pass over any further paper or papers to any one in connection with the Kansas City, Mexico & Orient Railroad Co., before advising

E. C. C. p. 3

with me on the subject in order that I may protect both your and my interests, and be sure that in every particular they will comply with their agreement with me before I brought them into association in the States, and since in personal relationship with yourself.

Respectfully,

Albert K. Owen.

Breck  
to  
A.K.O.

Chihuahua, Mex, March 16-1900

Albert K. Owen Esq.  
Robinson House.

(42)

My dear Sir: Your favor of even date, duly received.

I have taken good notice of the terms and conditions which are to govern our agreement to join our land property on and adjacent to Topolobampo Harbor and in and adjacent to Mochis and also, your property, rights and interests in the Los Tastes ditch and become equal partners, each of us to represent 50% of the whole property, its rights and privileges, as per any contracts, titles or concessions, which we may hold, as coming to us or either of us from the Federal Government of Mexico, State of Sinaloa, purchases and contracts with private individuals, Corporations or associations or otherwise.

It is also understood that I accept no responsibility whatever to pay debts, mortgages or

other outlays of money; except whatever expenses may be required for lawyers fees, stamps, surveying of the properties or any other necessary legal expenses, which I may have to make to clear up the properties from legal disputes or difficulties which may be raised by parties now in possession of some of the lands, ditch, etc., etc.

I will employ my own lawyers, make my own arrangements with them as to fees, etc., and I will have the control of the whole business until such time as the properties are cleared up of difficulties, and will exercise such control of the situation with my own rights as per this agreement (50%) and with a full power of attorney which you will send me from the U. S., to represent your holdings, namely 50%, as here before explained.


I also, agree to make every effort to secure from the Federal Government such Concessions as may be necessary to perfect our ownership to

the lands on and adjacent to the Topolobampo Harbor and to Mochis and Los Jastes Ditch.

Your letter of today and this letter of mine, which conveys the acceptance of the agreement which has been made between us, will for ever hold in a substantial way our respective rights; but at the same time we agree to execute this contract before a public Notary as per the laws of Mexico and with the signature of our wives.

Very sincerely yours,

Enrique C. Greel



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dup

COPY.

W. S. Woods, President.

W. H. Winants, Vice Pres<sup>t</sup>.

Chas. H. Moore, Ass<sup>t</sup>. Cashier. J. G. Streat, ASS<sup>t</sup>. Cashier.

5760.

NATIONAL BANK OF COMMERCE

Kansas City, Mo. March 12, 1900.

A. K. Owen Esq.,

Chihuahua, Mexico.

Dear Mr. Owen-

The time has now arrived for us to settle whether we shall build on the Chihuahua Pacific concession, or whether we shall carry out the original plans on which our road was started and which you got me to modify, taking in the Chihuahua and Pacific concession. We cannot wait any longer, and, unless the Chihuahua and Pacific concession is at once turned over to us, we shall carry out our original plans.

I have ample money in sight to start to work in vigorous manner from Topolobampo; have my contractors here ready to start at a moment's notice; have everything arranged that is necessary and believe that within sixty or ninety days we can commence grading the road. (Signed) A. E. Stilwell

We are forming three construction companies to carry on the work. The one to carry on the work in Mexico will have seven millions capital, and have two millions that are ready to sign just the moment I find out definitely which plan we are to carry out. The capital of one construction company is now fully paid in, and contract was let yesterday for one hundred miles of grading in Oklahoma. We also have arranged for seventy five miles of grading in Texas, and have one hundred miles of right of way and grading already in Kansas.

Over half of the people that furnished me the money for the Pittsburg & Gulf are ready to go into this new project, and, as most all of them doubled their money in the Pittsburg & Gulf, you can understand their willingness to go into this. As I raised over 36 millions for railroad construction in the Belt Line around Kansas City, the Pittsburg & Gulf, the Port Arthur Channel & Dock, the Kansas City Northern Connecting, the Omaha & St. Louis, the Omaha, Kansas City & Eastern, and raised this money at times when no other money was being raised in this country, I feel that I know what I am talking about.

It is either the Chihuahua & Pacific concession or else my original plans. I leave Saturday in my private car for Mexico and unless you close at once in New York, I shall close for my other concession. It is immaterial to me which I work on, but to please you and to carry out my arrangements with you I stand ready to work on the Chihuahua & Pacific concession, but I do not intend to allow my work in any way to be retarded by not getting it at once.

Very truly yours,

(Signed) A. E. Stilwell.

(15)  
March 12, 1900.

A. K. Owen, Esq.  
Chihuahua, Mexico.

(44)

Dear Mr Owen:

The time has now arrived for us to see whether we shall build on the Chihuahua Pacific Concession, or whether we shall carry out the original plans on which our road was started and which you got me to modify, taking in the Chihuahua and Pacific Concession. We cannot wait any longer, and, unless the Chihuahua and Pacific Concession is at once turned over to us, we shall carry out our original plans.

I have ample money in sight to start to work in vigorous manner from Topolobampo; have my contractors here ready to start at a moment's notice; have everything arranged that is necessary; and believe that within sixty or ninety days we can commence grading the road.

We are forming three construction companies to carry on the work. The one to carry



out the work in Mexico will have seven millions capital, and have two millions that are ready to sign just the moment I find out definitely which plan we are to carry out. The capital of one Construction Company is now fully paid in, and contract was let yesterday for one hundred miles of grading in ~~Texas~~ Oklahoma. We, also, have arranged for seventy-five miles of grading in Texas, and have one hundred miles of right of way and grading already in Kansas.

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March 15-1900  
Stilwell  
Denver.

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It is now either the Chihuahua and Pacific Concession or else my original plans. I leave Saturday in my private car for Mexico, and unless you can close at once in New York I shall close for my other concession. It is immaterial to me which I work on, but to please you and carry out my arrangements with you I stand ready to work on the Chihuahua and Pacific Concession, but I do not intend to allow my work in any way to be retarded by not getting it at once.

Very truly yours,  
A. E. Stilwell

March 13-1900.

Sellers  
to  
Owen.

49  
orp  
New York, March 13<sup>th</sup>-1900.

Col. A. K. Owen,  
Baldwinsville N. Y.

(487)

Dear Col. Owen:

Have you finally closed your  
railroad proposition? We shall be  
pleased to know when you make any  
definite deal or to hear from you  
as soon as the matter is open for  
our friends to consider.

Wishing you well and with regards,  
we are,

Very truly,

R. H. Sellers Company,  
by R. H. Sellers, President.

dws  
March 15<sup>th</sup> 1900.

National Union Bank,  
New York, N. Y.

(48)

Gentlemen—

Mr Owen, of old Mexico, and who is connected with the new railroad and construction company to be built from Kansas City to the Gulf of California on the Mexico Coast, leaves for New York to-day and will have business with Mr Schley of New York, and he will refer those parties to you to substantiate the statements he makes, which I cover herewith.

Mr. A. E. Stilwell, President of the Kansas City, Pittsburg & Gulf road, and those parties here in the West who assisted him in building that road, are now going to build the road known as the Kansas City, Mexico & Orient Railroad, and I wish to

make this statement:

Mr. Stilwell has connected with him the very same parties that were with him in building the other road, and, in our opinion, he will have no trouble whatever in raising his funds; in fact, two million dollars have already been spoken for in the Construction Company without any attempt to interest outsiders. As soon as he is ready to begin, we believe absolutely all the stock will be taken, and we believe too the money will be furnished by the West and by London parties. We have been in close touch with Mr. Stilwell and his people, and we might say that his people comprise a great many of those interested with us here in our bank. They mean business and we see no reason why there should be any delay of any kind. On the other hand,

rather, the parties to be connected with this and those who are to be interested, seem anxious to get the thing moving at once.

We will appreciate such assistance as you will render in this matter. I do not hesitate to again state forcibly that the money will all be subscribed very promptly and that the work will begin just as soon as it can be gotten at.

Thanking you.

Very respectfully,

W. A. Rule  
Cashier.

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March 16<sup>th</sup> 1900.

Cortiz to Owen.

March 16-1900

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

(49)

My dear Mr. Owen:

Since receiving your telegram in which you say you would be in Chihuahua I have not heard from you and Mr. Creel has not mentioned anything to me so I do not know whether you have been able to fix your matters as you intended or not.

Please keep me posted on your work and greatly oblige.

Yours very truly,

J. M. Cortiz

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Puente Espiritu Santo, l, Mexico,

March 16, 1900.

A. K. Owen,

Baldwinsville, N. Y.

My dear Mr. Owen:--

Since receiving your telegram in which you say you would be in Chihuahua I have not heard from you and Mr. Creel has not mentioned anything to me so I do not know whether you have been able to fix your matters as you intended or not.

Please keep me posted on your work, and greatly oblige,

Yours very truly,

Jose M. Ortiz.



SNOW & McCAMANT,  
Law Office.

Portland, Oregon, August 27th, 1900.

Re Tepolobampo Contract.

Messrs. Kellogg & Beckwith,  
52 Broadway, New York.

Gentlemen:-

*the 30th of*  
I am in receipt of your letter of August. I am about to leave town for some few days and it will be a convenience to me to defer the preparation of transfers, etc. to be placed in escrow under the contract until I return. I crave your indulgence therefore accordingly and hope to have them prepared and executed and forwarded for escrow between September 15th and 20th.

Meanwhile, cannot you send me a rough draft of the power of attorney you think necessary to take procedure in Mexico and confirm title in the Carmen heirs? The contract indicates the general character of the power of attorney and provides you will remember, that the power of attorney shall run to Mr. Owen (possibly it may also provide for the power to <sup>run to</sup> somebody else whom Mr. Owen may select and who may be satisfactory to us--I have not the contract by me now and do not recall its details--and in this event, Mr. Owen may desire to name some one else to take the power.) The contract provides also, as I remember it, that all titles shall be taken in the name of Louise Carman Snow and Bailita Carman in connection with the procedure in Mexico.

If you can send me some rough draft of such ~~xx~~ power of attorney I will look it over and add such features as it seems to me ought properly to be added, and if you desire will return it to you for your consideration before final execution. My clients, of course, desire to give every facility for the carrying out of the contract in accordance with its terms and, assuming that your clients carry out the contract on their part, you are likewise materially interested in the form of power of attorney and I should like you to be satisfied as well as ourselves. I shall try within a few days to hunt up the partnership agreement with Carman and Ybarra referred to before I leave town.

Very truly yours,

ZERA SNOW.

SNOW & McCAMANT,  
Law Office,

Portland, Oregon, August 28th, 1900.

Snow-Carman-Owen. Contract: Topolobampo Lands.

Messrs. Kellogg & Beckwith,  
52 Broadway, New York.

Gentlemen:-

Responding to the request in your recent letter, find herewith copy of what purports to be an agreement of partnership between Dr. Carman and Blas Ybarra. This copy is taken from a pen copy in my possession among the papers in relation to this matter, but I cannot give assurances that there is an original of this agreement or that it has ever been acted upon. You will observe that the agreement purports to be dated at the Port of Mazatlan, February 16, 1873.

So soon as I return from my trip I will immediately take up the subject of the execution of transfers to be placed in escrow with Messrs. Hollins & Company and advise you accordingly. I have so many things on my mind now preparatory to my leaving that I do not feel equal to tackling this Topolobampo question until my return. If, however, you require this matter to be attended to immediately and will so advise this office, it shall be undertaken and I will leave the necessary instructions for that purpose, or if necessary will return from my trip to satisfy your requirements.

Very truly yours,

ZERA SNOW.

KELLOGG & BECKWITH,

FREDERIC R. KELLOGG.  
S. VILAS BECKWITH.

DEAN EMERY.  
WILLIAM L. CAHN.  
THOMAS H. MCKEE.

COUNSEL.

CABLES: "KELBECK."

52 BROADWAY,

NEW YORK, October 30th, 1900.

Zera Snow, Esq.,

Portland, Oregon.

My dear Mr. Snow:-

I have just received a communication from the people who are in Mexico. They are very much exercised over my report to them that their request for the four months' extension had been refused.

In the course of the letter the writer makes one suggestion which is, I think, worthy of your consideration as bearing upon the points before me and as showing good faith upon the part of my clients, and that is they will within a week after receiving an assent from you, place \$5,000 to the order of Messrs H.B. Hollins & Co. of New York with the understanding that that sum is to be paid you as soon, either as you can definitely show that Dr. Carman's rights have not been forfeited, or, in the alternative as soon as our people themselves have been able to procure such proceedings to be taken as will place this point beyond doubt, it being also agreed that in case neither of these points can be established within the period of the extension already requested, then that this sum of \$5,000, together with the \$4,000 paid in August, shall be returned by you to them,--in other words, that in such an event there should be carried out that part of the contract which provides for its annulment if title cannot be made.

The letter from Mexico contains a description of the work which has been done since they have been there and satisfies me that they are proceeding with every possible diligence to try to clear matters up, but, as I have before stated, things are in a very chaotic condition,--more so than they had been led to believe. They are, however, proceeding just as rapidly as they possibly can, are deeply interested in the proposition and are desirous only of carrying it out as quickly as energy and existing circumstances permit.

Kindly let me hear from you on this point, and believe me,

Faithfully yours,

F.R. Kellogg.

Port  
Stilwell  
Route

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

Office of General Counsel.

Nov. 4th. 1902.

Mr. John Scott,

#15 Wall St.,

New York City, New York.

Dear Sir:

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

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

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

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

Yours truly,

(SIGNED) J. Mc D. Trimble.

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44p

In answer to your questions, in your favor, I have to state that, at the Public Register, the following operations are registered made by Dr. Carman and D. Blas Ybarra, both deceased:

I.-The purchase made by the aforesaid of 3 sitios of Bachomobampo, localized with the consent of all the comuneros (those who owned those lands in common) at the place called Topolobampo, because the titler refer to Bachomobampo. The public instrument of this transfer is actually in my possession.

II.-Don Blas Ybarra, deceased, sold  $17 \frac{1}{2} \%$  of the 50% he represented in the Topolobampo lands and the Mapau lands, to Don Miguel Carreaga living at present in Bilbao, Spain,.

III.- Said Don Blas Ybarra sold  $8 \frac{3}{4} \%$  of the same lands, to Messrs Becerra Brotjers, and the latter sold the same to Carlos Zuluaga the representative of Mr Enrique Creel of Chihuahua.

IV.- After the death of Don Blas Ybarra the division and partition of his estate was made among his heirs from whom I bought the major part, and, at present my sister in law, Virginia Ybarra de Delgado Eulalio Ybarra, my Family, and myself own the remaining lands by halves.

V.- The following operations have been made on the Bachomobampo : In favor of Engineer Eugene H. Tays, In favor of Esteban Zaakany, deceased, and in favor of Becerra Brothers ( this last operation hardly completing half a sitio. The remaining 18 sitios, are actually owned by the comuneros, as follows. :-

"The widow of Don Camuto Ybarra : Mrs Rosario Verduzco : Mrs Luz Gaxiola : The widow of Don Cecilio Gaxiola : Mr Urbano Mussot: Mrs Virginia Ybarra de Delgado: Mr Eulalio Ybarra : my family : and myself by halves on account of the demise of my wife.

" I am certain that Doctor Carman made some small operations with Mazatlan houses, but I have forgotten the names and no deeds are registered here.

" The Topolobampo, Mapam, and Baviri lands, comprise 6 sitios (very little less) and the chief owners are : two daughters of Doc. Carman, who I think are living in Paris ; myself and my two brothers in law, representing  $23 \frac{3}{4} \%$  ; Mr Carreaga  $17 \frac{1}{2} \%$  : Mr Zuluaga  $8 \frac{3}{4} \%$  ; the 50 % belonging to Don Blas Ybarra.

Translation.

Fuerte, Sinaloa, Mexico, Nov. 19, 1900.

Carlos S. Retes to Jose' M. Ortiz- his uncle.

" x x x x x x x x x x In answer to your questions, in your favor, I have to say that, at the Public Registrar, the following operations are registered, made by Dr. Carman and Don Blas Ybarra, both deceased:

I. The purchase made by the aforesaid of three sitios of Bachomobampo, localized with the consent of all the comuneros (those who own <sup>ed</sup> those lands in common) at the place called Topolobampo, because the titles referred to Bachomobampo. The public instrument of this transfer is actually in my possession.

II. Don Blas Ybarra, deceased, sold 17-1/2% of the 50% he represented in the Topolobampo lands and the Mapau lands, to Don Miguel Careaga, (Mr. Careaga has since died) living at present in Bilbao (Spain).

III. Said Don Blas Ybarra sold 8-3/4% of the same lands to Messrs. Becerra Brothers, and the latter sold the same to Don Carlos Zuloaga, the representative of Mr. Enrique Creel of Chihuahua.

IV. After the death of Don Blas Ybarra, the division and partition of his estate was made among his heirs from whom I bought the major part, and, at present, my sister-in-law Virginia Ybarra de Delgado, Eulalio Ybarra, my family, and myself, own the remaining lands by halves.

V. The following operations have been made on the Bachomobampo: in favor of Engineer Eugene H. Tays; in favor of Esteban Zagkany, deceased; and in favor of Becerra Brothers (this last

#2.

operation hardly completing half a sitio. The remaining 18 sitios are actually owned by the comuneros, as follows:

"The widow of Don Canuto Ybarra; Mrs. Rosario Verduzco; Mrs. Luz Gaxiola; the widow of Don Cecilio Gaxiola; Mr. Urbano Mussot; Mrs. Virginia Ybarra de Delgado; Mr. Eulalio Ybarra; my family; and myself- by halves, on account of the demise of my wife.

"I am certain that Dr. Carman made some small operations with Mazatlan houses; but I have forgotten the names; and no deeds are registered here.

"The Topolobampo, Mapau, and Baviri lands comprise 6 sitios (very little less), and the chief owners are two daughters of Dr. Carman, who I think are living in Paris; myself and my two brothers-in-law, representing 23-3/4%; Mr. Careaga, 17-1/2%; Mr. Zuloaga 8-3/4% = the 50% belonging to Don Blas Ybarra xxxxxxxx"

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.



## T r a n s l a t i o n .

DEPARTMENT OF  
COMMUNICATIONS  
AND PUBLIC  
WORKS.

SECTION FIRST  
No. 5175.

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, November 1900.

(Signed) S. Mendez.

Chf. Clerk.

Per order of Secretary,

To Mr. A. K. Owen.

City.

Translation by  
Edward S. Herrera.

COMUNICACIONES  
Y  
OBRAS PÚBLICAS.

Sección Primera.  
Número 5,475.

En respuesta al recurso de Ud. 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  
p r e s a en el Río Fuerte, Sinaloa, manifiesto á Ud. que  
hasta la fecha este Departamento no ha declarado la insub-  
sistencia del referido permiso.

México, Noviembre 30 de 1900.

Por orden del Sedratario.

(firmado) S. Méndez.

Oficial Mayor.

Al Sr. Albeto K. Owen.

Presente.

Portland, Oregon, Dec. 12<sup>th</sup> 1900.

Mr. Frederick R. Kellogg,  
52 Broadway, New York, N. Y.

Dear Mr Kellogg:

I confirm the various correspondence passing between us since my letter to you of November 30<sup>th</sup>, particularly your letter to me of December 1<sup>st</sup>, your telegram to me of December 6<sup>th</sup>, my telegram to you of December 6<sup>th</sup>, your telegram to me of December 8<sup>th</sup>, your telegram to me of December 10<sup>th</sup> and my telegram to you of December 10<sup>th</sup>.

Your client was in default on November 15<sup>th</sup> in the payment of the second installment under the Owen-Carman contract and by my telegram of November 14<sup>th</sup> I gave you advice of our insistence that Mr Owen should comply with his contract by making the payment due November 15<sup>th</sup>, which payment was not made, however. Previous to that and on October 30<sup>th</sup> I wrote you a letter in which in effect I said

that if your clients desired to pay \$1750. option money on November 15<sup>th</sup> we would modify the Contract whereby there should be extended to your client time in which to make the payments called for by your Contract, viz: the sum of \$15,000, extensions as follows: On March 15<sup>th</sup> 1901, your clients should pay \$5,000, and the other two in installments respectively of \$5,000, in three and six months from that time with interest at six per cent. on each installment from March 15<sup>th</sup> 1901, and upon the understanding that if you paid the \$5,000 on the 15<sup>th</sup> of March, 1901, it should be deemed as an acceptance of the property and titles in Mexico referred to in the Contract and which we could give and we would thus know by the 15<sup>th</sup> of March, 1901, that the titles would be accepted.

I had explained to you in my various letters the reasons why we were unwilling to make extensions unless your client was willing to pay therefor and I need not

here repeat them. No advantage was taken by you of the offer contained in my letter of October 30<sup>th</sup> and as above indicated you defaulted on November 15<sup>th</sup> in the payment due under the contract, and on November 30<sup>th</sup> I telegraphed you under the authority of my clients that the time to pay the option money provided for by my letter of October 30<sup>th</sup> and accept of the modifications of contract as provided for by that letter would be extended to December 8<sup>th</sup>, at which time, unless option and extensions provided for by the letter of October 30<sup>th</sup> were accepted and option money paid my clients would declare the contract forfeited for non-fulfillment and insist on the forfeiture of the \$4,000. which your client has already paid in, and called your attention to the contract in that regard. I gave you this notice in order that there should be no misunderstanding of our position and that your client might have an opportunity, if he saw fit to forestall what we proposed doing by an acceptance of the terms of extension

proposed by my letter of October 30<sup>th</sup>. On December 6<sup>th</sup> I received your letter of December 1<sup>st</sup>, in which, among other things, you asked for definite advices whether or not in the event of the payment of the \$1750 option money by December 8<sup>th</sup> you should have until the time for the payment of the next \$5,000 provided for by my letter of October 30<sup>th</sup> in which to endeavor to perfect titles and if you found by that time this was not practicable, whether you should receive back the \$4,000 already paid. Later and on the same day I received your telegram reading:

"Client's offer pay before December eighteenth fifteen thousand on security or deposit if your order payable when title is clear; interest from November on five. Answer."

Not understanding the import of your telegram but appreciating the justice of your inquiry in letter of December 1<sup>st</sup> I wired you as follows on December 6<sup>th</sup>:

"Don't understand your telegram this date."

Apparently you would have indefinite time in which to investigate titles thus tying up property indefinitely which we would not assent to. Your letter December 1<sup>st</sup> if option money seventeen hundred fifty paid and extensions provided for my letter October thirty accepted four thousand now on deposit would be re-paid in event Owen abandons contract on or before time of first payment provided for by my letter of October thirty.

In response to that I received your wire ~~of~~ of December 8<sup>th</sup> reading:

"Leave matter open few days; confident everything satisfactorily arranged. Letter."

And on December 10<sup>th</sup> I received your telegram reading:

"Suggest nine months for clearing titles, entire sum deposited eighteenth."

As you had defaulted in the payment under the Contract called for October 15<sup>th</sup> and extended to November 15<sup>th</sup> and had not availed yourselves by December 8<sup>th</sup> of further

extensions as provided for by my letter of October 30<sup>th</sup> and as explained in my telegram of December 6<sup>th</sup>, I wired you December 10<sup>th</sup> as follows, which I now confirm:

"Telegrams December eighth and tenth unsatisfactory. My clients annul contract for breach on Owen's part and declare forfeiture of four thousand on deposit."

In response to that and on December 11<sup>th</sup> I received your telegram reading:

"Am arranging deposit, cancellation unnecessary, will agree on time. Wire what time allowed."

Thereupon on the same day, December 11<sup>th</sup>, I wired you as follows, which I now confirm:

"Will renew Owen contract as modified by proposal my letter October thirty explained by my telegram December sixth answering your letter December first but with further extensions allowed by this telegram, you to pay seventeen hundred fifty dollars option money by December eighteenth, the further



fifteen thousand to be paid in three equal installments, one on April 15<sup>th</sup> next, the other two in three and six months from that date with interest from April fifteenth. This is final."

In order that there may be no misunderstanding of the meaning to be given to my telegram of December 11<sup>th</sup> just quoted, I have to say:

For breach on the part of Mr Owen the contract between him and my clients has been annulled and the forfeiture of the \$4,000 declared, the right to do this being claimed by my clients under the contract. My clients, however, will on the payment of \$1,750. option money renew the contract between them and Mr Owen with the following modifications, which are in Mr Owen's favor, viz:

Mr Owen may have until April 15<sup>th</sup> 1901, to further investigate my clients' titles and if on or before that date he shall conclude that the titles of my clients are in such state that they cannot be perfected to his satisfaction.

and thereby he shall decide to abandon the contract of purchase and discontinue his efforts to acquire the same, and on or before that date so notify either my clients or myself either directly by himself or through you or any other representative, then immediately on surrender of the duplicate contract held by Mr Owen and return of the power of attorney heretofore executed and any and all other papers which in the meantime we may execute and send him, my clients will immediately refund to him the \$4,000. heretofore paid under the contract and which heretofore has been on special deposit, and I will see to it that this \$4,000. remains on special deposit so that it can be refunded to him and will guarantee to you and to him that the same shall be refunded. If, however, Mr Owen by April 15<sup>th</sup>, 1901, concludes that our titles are such as he can accept of then he must by that date pay to my clients or to me for them \$5,000, and being

paid, it shall be deemed an acceptance of the properties and the titles we can furnish, and the \$5,000. thus paid shall be deemed the property of my clients, and Mr Owen must in addition pay the further sum of \$10,000. payable in installments of \$5,000 each, in three and six months from April 15<sup>th</sup>, 1901, with interest at six per cent. per annum, and no claim shall be made by Mr. Owen to a return of the \$4,000. already paid and which has been declared forfeited.

No further or other signature by my clients or Mr Owen to complete this revival of Contract with these modifications shall be necessary but acceptance of these terms and the payment of the \$1,750. option money shall be deemed a revival of the Contract as herein modified.

In the meantime, assuming that these terms are accepted and the option money of \$1,750. paid, we will as fast as call therefor may be made execute papers, powers of attorney

and like papers within the lines of the contract to facilitate the investigation as to titles and their perfection, but suggestions as to the form thereof should come from Mr Owen because he is on the ground and is best qualified to suggest as to that and if the form of these papers is left to us we must not be held responsible for defect in form or the delays thereby occasioning new papers.

If Mr Owen carries out his part of the Contract and makes the payments called for on April 15<sup>th</sup>, 1901 and the payments in three and six months thereafter, he need not necessarily be obliged to complete his titles within the six months from April 15<sup>th</sup>, 1901, but my clients will within one year from April 15<sup>th</sup>, 1901, make and execute such papers as the Contract calls for as will either aid in perfecting the titles or making transfer of them. While I do not now guarantee to secure for Mr. Owen any longer extension than April 15<sup>th</sup>,

1901, in which to decide the question of whether he can perfect titles to his satisfaction, I may say to you that if he or you should request it, and there would seem to be reasonable probability that by some reasonable extension beyond that date for the final decision of Mr Owen it would be likely that he would decide favorably upon the acceptance of the titles, I will try and secure some reasonable extension beyond April 15<sup>th</sup>, 1901, but this is not to be deemed as obligatory on my part or that of my clients.

I believe now I have stated substantially our attitude and situation in this matter and frankly, I shall be very glad indeed to know that the complications which have arisen may be amicably and satisfactorily settled by an acceptance of the terms of this letter. On re-reading it I cannot see that there is anything uncertain about its sound or meaning and that if accepted there would be no reason for any misunderstanding between us. If not accepted

we are left where we were on December 10<sup>th</sup>,  
viz: an annulled contract and a declaration  
of forfeiture under the contract of the \$4,000.,  
the right to take which position I do not  
care to discuss at this time.

With personal regards, I am,  
Very cordially yours,  
Zera Snow.