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Department of State
Washington, May 12, 1903.

Hon. William B. Allison,
United States Senator.

Dear Sir:

Referring to your letter of March 28th to the Secretary of State written in behalf of Mr. N. E. Dawson who, with friends of his is interested in the harbor at Tepic, Mexico, I have the honor to state that in accordance with your request the matter has been investigated and the Department finds that there is sufficient business there with this country to warrant the establishment of a Consular Agency. Mr. August Sattler having been recommended for appointment to that post by several responsible persons has been to-day selected, I have the honor to be Sir,

Your obedient Servant

Francis B. Loomis

Assistant Secretary.

COPY

May 12, 1903.

Hon. Charles Dick,

Akron, Ohio.

My dear General Dick:

I am in receipt of your letter of May 7th, addressed to the Secretary, in reference to the appointment of Mr. August Sattler as Consular Agent at Tepicobampo Sinaloa, Mexico, when you cordially recommend for this post on account of his knowledge of the language and other qualifications.

I have investigated the matter and find that the growing needs of the American colony in and about the port of Tepicobampo are such that the Department will be amply justified in establishing a Consular Agency there, and it gives me great pleasure to say that Mr. Sattler will be appointed upon your recommendation.

Very truly yours,

(Signed) Francis B. Loomis.

Assistant Secretary.

My dear Col. Owen:

I have received these from Mr. Hedges, and if I can get time tomorrow (Monday) will try to find out at the State Dept. when the appointment will be made. Yours of Friday and yesterday received. I have just returned from Mr. Richardson's residence. He authorized the use of his name as one of the 7 directors. Congratulations on the improved outlook. Loomis is an Ohio man, but Hedges had forgotten about him.

Very truly yours,

(Signed) N. B. Dawson.

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POST OFFICE DEPARTMENT
First Assistant Postmaster General
Office of Genl. Supt. Free-Delivery System
Division of City Delivery
Washington

May 16, 1903.

Colonel A. K. Owen,
34 West 24th Street,
New York, N. Y.

Dear Colonel:

Some days ago at the instance of our friend Col. Dawson, I wrote to General Dick and sent him copies of the letters endorsing Mr. Sattler for Consular Agent at Topolobampo. The General immediately wrote a strong letter to the State Department asking for Sattler's appointment and I am just in receipt of a letter from the General stating that he has received a letter from Assistant Secretary Loomis acknowledging receipt of his letter of recommendation and closing with the statement that it gives him (Loomis) "great pleasure to say that Mr. Sattler will be appointed on your recommendation."

I know that this information will be very gratifying to you and I trust it may afford a little encouragement in the up hill work that we constantly encounter. I am sending the Dick correspondence to Colonel Dawson and he will probably forward same to you after he has visited the State Department and ascertained definitely just when the appointment becomes operative.

I hope to be able to spend one or two days in New York within the next two weeks and should have done so before this but have been tied down here at the Department by the unsettled condition of affairs growing out of the general investigations now going on. Things seems to be quieting down and I do not look for anything sensational to grow out of the investigations.

Trusting to hear from you soon, I remain,

Yours cordially,

Charles Hedges

(Signed)

(COPY)

Los Mochis, Sinaloa, Mexico,

June 11th, 1903.

Mr. Albert K. Owen,

Baldwinsville, N. Y.

Dear Sir:

I had a long talk yesterday with Mr. McCormick, manager of the Orient shipping and R.R. constructed, and think you may be interested in knowing the circumstances, etc.

He assured me that on account of the Dawkin's and your protest against their attempt to occupy the Topolebampo desired location, that orders had been received from the Kansas City office to stop all (improvements?) and withdraw any and all suits for possession of referred to lands or in any way bearing on these questions; that he was ordered to make no permanent buildings whatever and to employ a limited force only towards improving a small pier at the landing. A contract had just been given to clear 500 acres near the Mochis line on the Bachombampo lands and work was stopped Monday. That he had ordered several thousand boxes of powder with which to begin work leveling down the hill from the R.R. track back to the foot of Hotel Hill and that said order had been recalled by telegram. He intimated that unless they would make satisfactory terms for the terminal at the present location that a track would be pushed across to Mumucahui, That they would denounce the water right around the island and make land for piers, etc., and establish their terminus there.

I gained all this during the course of the conversation. His object seemed to be to compromise. He asked me to have a talk with all legal colonists and explain to them that it would be to their interest, to the interest of everybody concerned to join hands with the Orient, that there had been no love lost between Johnston and the Orient, etc. He was talking as an individual only and did not know that Mr. Stilwell would even listen to such a proposition, etc. I assured him that we as colonists had no direct interest or say in the immediate port lands, that we were all very much in sympathy with the owner of those lands,

but would do nothing more than suggest, and that our representative Mr. Hampl, had absolute charge of our colony interests and that they would have to treat with him.

He spoke about the Orient's intention of putting in a pipe line from San Blas to Topo. He said that construction would be pushed with all possible speed, but it appears to me that it is doubtful. They have only enough ties to reach the Sevajahui arroyo, which is about three miles this side of Sivirijoa and they say that they cannot charter a steamer to bring more. This seems a weak excuse, although grading is being continued and I understand is finished and contracted about twenty or twenty five kilometers above Fuerte.

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George C. Law.

THE MEXICAN HERALD.

Sunday, Sept. 20, 1903.

HAMPL REPLIES TO
STATEMENTS MADE BY VICE PRESIDENT
OF ORIENT.

To the Editor of The Herald:

Sir: Referring to W. W. Sylvester's statement, under the heading "With the Railways" in your Sunday issue of Sept. 13, permit me to say that excepting some real or pretended competitors about the lines of traffic there exists nobody in Sinaloa or outside of that state, who would not hail the satisfactory termination of the construction of the Kansas City, Mexico and Orient railway.

I know of no paper in Sinaloa opposed to the immigration of enterprising people from the United States of North America or from anywhere else; and nobody is against the "American invasion" in the sense Mr. Sylvester puts it; but it is highly proper that some independent voices ring in opposition to the invasion of that company into private property.

The promoter of that enterprise, for the purpose of securing financial support, asserted from the beginning that the company owned all the terminal lands near Topolobampo. Later on the company itself disproved this statement by filing a suit for expropriation with the district judge at Mazatlan; and upon the complaints of the owners the secretary of communications and public works took decided steps to restrain the company's pretensions. Nevertheless the referred to promoter of the enterprise continues still with the same false assertions; and so far that railroad is connected with Owen's interests at Topolobampo.

Moreover, the foundation for certain press items regarding the suspension of work in the Fuerte valley was the suspension proper, which took place long before the American barge "Mauna Ceta" went to ground.

The 18,000 ties would not finish half the distance wanted to complete the first 100 kilometers.

The deplered vessel did not break her rudder and did not drift upon

he rocks but was run upon the bar while in tow of a small steamer belonging to the company. The crew of that steamer cut the hawsers, escaped and left the barge to her fate.

The matter of Owen's claims at Topolobampo has really been twisted in different papers, and Mr. Sylvester is giving this twist a few turns more. In order to post him properly, I state here that the California courts know very well what their resort is: They did not deliver lands in Mexico to Owen, but they decreed D.R.B. Carman's inheritance to the proper heirs, who in their turn transferred their properties and rights to Owen. A slight investigation into the registering of properties at Fuerte, Sinaloa, would convince Mr. Sylvester and those concerned in the railway, that the proper titles, given by President Lerdo to D^r. Carman, respecting the same lands, the company is trespassing upon, are duly registered there. The documents, legalizing the mentioned transfer are in the hands of the writer of this article and will be registered in due time.

JOSE HAMPL, C. E.,

Representing A. K. Owen.

1a. Humboldt No. 1.

Mexico City, Sept. 18th, 1903.

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London, E. C., Eng., Oct. 13th, 1903,

Mr. F. C. Henderson,
c/o New York Yacht Club,
#37 West 44th St., N. Y. City.

Dear Henderson:-

Colonel Owens has in my mind a full grown 'hot air' furnace.

All the land that we need at Topolobambo Bay we have condemned under the Mexican laws, paid our money and have possession of it; and yourself or anyone else is perfectly welcome to what is left. It is a rocky hill on one side of it, the Ocean and a salty marsh on the other side.

We have already bought the land for our Townsite, ten miles inland, where all of our freight and warehouses will be built. We will simply load stuff on cars at the wharf, which there is room for, and nothing else, and bring it back to the city site.

The Colonel could not give me what is left. The United States Courts have, I believe, decided that he has an interest in this land; but of what use is a decision in the United States Courts regarding Mexican lands?

I am perfectly willing that anybody should float anything that the Colonel has,- it will in no wise interfere with our plans at all. All we had to do was to condemn what we needed, and we have gotten it. If we wanted more, all we would have to do is to condemn and get that; but don't want any more. We had to pay about \$2.50 per acre (Gold) for what we needed at the Coast, which was the appraised price.

You know our concession gives us the strip of land running along the Ocean on the Port; therefore no one can get to the Ocean without they cross this strip of land, which comes to us under our concession.

Colonel Owens and several other people have been all around for the past two years trying to get some one interested in this property; perhaps they will do it sometime; but they are perfectly at liberty to it,- anyone that wants it.

I have had this land offered to me directly or indirectly from about twenty five different people.

Am having very good success over herein London. Have gotten in the strongest people I have ever had on this trip. Expect to be home in about three or four weeks.

Did not cable you because it was not worth wasting a cable on this matter.

Yours very truly,

(Signed) A. E. Stillwell.

#41 Threadneedle Street.

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COPY.

The Texas, Topolobampo and Pacific Railroad & Telegraph Company.

William Windon, President.	Mutual Life Insurance Building.
Elisha A. Buck, Vice President.	32 Nassau Street,
John H. Rice, Sec'y & Treas.	New York, Oct. 28th, 1888.
Albert K. Owen, Chief Engineer.	

Col. A. K. Owen,
Dear Sir:-

In response to your inquiries respecting the "Mochis" tract of land in Sinaloa, Mexico, I find ~~that~~ ^{careful} after examination of denouncements, deeds, etc., pertaining thereto that the entire tract contains 69,480 acres, one undivided half of which was purchased by this Company-34,740 acres, and it took a deed thereof in its own right, together with 20,735 acres additional which it holds in trust for other parties-55,485 acres in all. The remaining 13,995 acres of the tract were retained and held in common and undivided by Messrs. B. & L. Ybarra and C. S. Retes. The 34,740 acres owned by the Company were conveyed by the Company to me as Trustee, to hold and dispose of in Trust for the payment of certain obligations of the Company, amounting to \$27,500. with interest thereon, at the rate of 6% per annum from January 1st. 1886. The estimates of the amount of lands and the several ownerships therein as above stated, are gathered from translations of the original deeds, which are written in the Spanish language, and may vary somewhat, but not materially, from the actual areas. As you are aware the Company, the Custique trust and the Trustee (myself) are all anxious to dispose of the lands they own in the Mochis tract. The 34,740 acres will be sold for one dollar per acre or enough to liquidate the obligations for which they are held in trust, and the 20,745 acres at the same rate or price; and the 13,995 acres, I have no doubt, can be had at the same price. This last however, you understand better than I. Liberal terms of sale and payments can be made for these lands, in whole or in sections of 2,000 acres, or more upon contracts or deeds to be made and executed on or before the first day of January next (1890).

Yours respectfully,

(Signed) John H. Rice.

I, H. R. Frost, 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 letter with the original thereof, which is now in the possession of Albert K. Owen, Esquire, and that said instrument is a correct copy of said original.

In testimony whereof, I have hereunto subscribed my name, and affixed my seal of office this 20th day of November, 1903.

H. R. Frost,
Notary Public, ~~et~~,

New York County.

52 Broadway

New York City -

Dec - 14, 1903.

Albert K. Ober Esq.

Grandin:

In answer to your
questions we state that Contracts, Title
papers, Powers of Attorney, and letters leading
up to the same stand as the bulwark
to vested rights in the United States
and in all countries where the Roman
Civil Law is made the basis for private
rights in property. The same holds
good also, in regard to the rights
of those who first settle upon and
improve lands. ~~Case~~ When it is
charged that Conspiracy to defraud

is strictly upheld.

or to rob right from sellers or owners of
lands, or their
~~the~~ rights in lands or to water or to
fuel has been or is to be practiced the
Courts must ^{always} be open to hear the case
or cases. Sellers who are ^{assured} forced
~~to~~ ~~sign~~ ~~to~~ ~~sign~~ ~~to~~ ~~sign~~ to sign
away their rights in lands and to water
can at any time when they feel able
appeal to the Courts for the redress
of their rights and perpetuate ^{or by awarding} ~~the~~ ^{the}
can sue for full compensation for what they may have
suffered. If fraud ~~was~~ ^{is} allowed to
be the part of fraud ^{or perjury} ~~in~~ ~~the~~ ~~case~~
~~that~~ ~~should~~ ~~not~~ ~~be~~ ~~barred~~ ~~from~~ ~~the~~ ~~Courts~~. If
it could no vested rights in per-
petuity could stand. The validity of
title - property is sacred and if ~~it~~
~~is~~ ~~any~~ ~~one~~ ~~person's~~ ~~owner~~ is interested

Office 323 - 52 Broadway.
New York City.

New York, December 15, 1903.

Editor El Gazetero:

For the better information of the Topolobampo Colonists and the people in the Fuerte District, I ask you to please publish the enclosed statement from Messrs. McKee & Frost, and at the same time the letters and documents that I have selected as introductory to a full answer that I will make shortly to your questions concerning land interests in Simaloa.

It is well for all persons concerned or to be concerned in lands in "Los Mochis" and on Topolobampo shores to be cognizant of papers that lead up to the history and to the titles that now rest in Mrs. ^{Marie} Louise Bigelow Owen to certain lands in "Los Mochis" tract and to "Pacific City Site" proper.

What I want to say now solely concerns "Los Mochis", its colonists and their farms and our Ditch, but in passing I will stop to make this point. The lands that belonged to Dr. Carman and to Don Blas Ybarra on and adjacent to Topolobampo harbor were separated and distinct, each holding deeds to his own properties, but these properties were associated by a partnership, by and between Dr. Carman and Blas Ybarra, which died when the partners died.

However, my Power of Attorney, which gave me power to sell, mortgage, improve or otherwise dispose of 75% of about forty square miles of the Carman-Ybarra Topolobampo lands, was first given me by

Dr. Carman and Blas Ybarra, with a 10% interest in the forty square miles, or all that Carman and Ybarra were to acquire or set aside while in partnership, and this Power of Attorney was afterwards re-affirmed and coupled with 20% interest in all said lands, by Dr. Carman and his wife, Blas Ybarra and his wife, Miguel Careaga and his wife and Fred C. Fitch and his wife, and thus made irrevocable. Minguel Careaga, a leading merchant in Mazatlan, now dead, had bought an interest in the Blas Ybarra lands from Blas Ybarra,* and had become a partner with him in the development of the same through me; and Fred C. Fitch had asked that 5% in these lands be given him in part payment for his services as the surveyor of said lands. This had been agreed by Carman and Ybarra, but Mr. Fitch afterwards asked cash money instead and that was paid him by Dr. Carman and said 5% interest in these lands was cancelled. Mrs. Owen has bought all the the lands from the heirs of Dr. Carman in what were known as the Carman-Ybarra lands, together with the 20% interest of A. K. Owen in the same. These are separate and distinct, are free from all incumbrances and liens, contain over 12,000 acres and are the lands that properly constitute "Pacific City Site", bordering on Ohuira Bay and a part of the North Shore of the Straits of Joshua; Mrs. Owen has bought, also, the 20% interest of A. K. Owen in the Ybarra lands that were embraced in the Carman-Ybarra partnership, together with the Carman-Owen interests in "Los Mochis", and, with the consent of

* Blas Ybarra afterwards sold an interest in his lands to Mr. Becerra, of Urique, but this interest was sold subject to my Power of Attorney and in no way affected my absolute control in 75% of the Ybarra Lands that were in the Carman-Ybarra partnership.

the Mexican Government, Los Tastes Ditch.

The City Site on Topolobampo shores I first named "Carman City", in honor of Dr. Carman, and because the 12,000 acres that would be first used for a place of residence and business on the harbor ~~Shores~~ stood in his name. I afterwards changed the name to "Gonzalez City" out of respect to the President of Mexico, who gave me the first concession to build and operate a railroad from Topolobampo to Texas, and with whom I became acquainted, in 1872, when I was some days out from Matzatlan en route to see what Topolobampo Bay was like. The blocks in "Gonzalez City" fronted east and west, but upon a further personal study of the shores and the lay of the land, I was influenced to change the whole plan of the City, and to make the blocks face north and south. I perfected this plan, gave the name of "Pacific City" to the Site, and President Diaz ordered the same to be approved by Fomento, March 8, 1890; and it so stands.

Mrs. Owen bought "Pacific City Site" in large part because of this fact, for it is of the utmost importance and value that a site for a city be laid out and fixed before a house is erected or a permanent improvement is made. The Government and people of Mexico and Mrs. Owen are to be congratulated that such steps were taken and officially fixed before a railroad was constructed or any permanent building was erected in what must become a leading trade mart on the western coast of North America.

The official writing on duplicate copies of the "Plan of Pacific City, Simoloa, Mexico, by A. K. Owen, C.E. 1889", scale 100

sheet to one inch, reads, when translated, as follows:

!Approved by the Department of Fomento, reserving to the engineer, Albert K. Owen, the right to modify the shore lines if, after new studies and surveys, he finds out that he can improve them. It is understood that any steam railways or others in no case and owing to no circumstances whatever, will occupy more than half the width of the avenue which has been especially designated for them, and which is marked on this map. (signed) M. Fernandez."

(Seal of Fomento, March 8, 1890.)

By the above statements it must be plain to all that Pacific City Site lands were bought by Dr. Carman in part directly from Mexico, and that the Government of Mexico approved of the name "Pacific City": and the plan for the avenues, streets and parks, and for the regulations mentioned on the plan, by which blocks have been set aside especially, and for all time, for residences and for factories and business, where docks and canals are outlined, and where the avenues alone are marked, on which electric tram cars and steam railroads only can run. In no way was either the purchase of the lands from Mexico or the approval by Mexico of "Pacific City's" name and plan and regulations connected with any railroad, or land or colony or any other concessions to A. K. Owen or to any one else; but the Carman and Owen lands on Topolobampo shores and in "Los Mochis" were made the basis by the Government for the railroad and colony concessions which I obtained from the Mexican Government, and for which I have spent so much labor, money and time to carry into

effect.

In 1872, Engineer Fred C. Fitch went on horseback with me from Mazatlan to Topolobampo. He went as the representative and under the pay of Dr. Carman, who was at that time, and had been for many years, United States Consul at that port.

It was, in September 1872, while Engineer Fitch was with me, that, after a pretty thorough examination of the harbor, I rode over the lands and pointed out to Engineer Fitch those which were the proper ones for a city site, and which I should report to Dr. Carman as those to be denounced and secured for that purpose, and in our ride to Fuerte we passed along the southwest and west sides of the great wilderness of what is now known as "Los Mochis", as we had passed along its eastern and southeastern sides in our ride from Simaloa City to Topolobampo, and that too was, at that time, selected as the outlying tract of land to be denounced and secured, and it also was described and made an important part of my early reports to Dr. Carman on this business. I met Don Blas Ybarra at Fuerte during this first visit, introduced by letters from Dr. Carman and Don Miguel Careaga, and as I had been instructed by Dr. Carman, I made Don Blas Ybarra fully acquainted with the importance of the Harbor of Topolobampo, of the lands on its shores, and of the value under organized development of the great wilderness, now known as "Los Mochis".

He became greatly interested in all I described, and in the probability of railroads being attracted to this coast from Colorado and Texas, and these conversations, aided by my reports to Dr. Carman brought about the co-operation which led to the partnership of Carman and Ybarra, and to the immediate employment, by Dr. Carman, of Engineer Fitch to survey, map and prepare papers to "denounce" lands on Topolobampo harbor and "Los Mochis"; and in consequence of these duties Engineer Fitch settled and married at Fuerte, and there he died and is buried.

Carlos Retes was at that time the prospective son-in-law of Blas Ybarra, and was selected by Blas Ybarra and employed by Ybarra and Carman to assist in getting papers for Los Mochis denouncements properly before the Mexican Government; and he was paid for his services in cash and in a small interest, as Fitch was, in "Los Mochis" This is why, as soon as I had communicated to Carman my success in organizing the Texas, Topolobampo & Pacific Railroad & Telegraph Company, that he ~~had~~ ^{ordered} Retes ^{to} come to Mazatlan and in due form to turn over Los Mochis denouncements in toto to Blas Ybarra, A. K. Owen, F. G. Fitch and to Benjamin R. Carman. The conditions in that instrument were all complied with by Dr. Carman in person, in April of the same year, at Fuerte City, with money I had sent from the United States for that purpose - with the money that I sent to pay the Government for the entire "Los Mochis" tract of some 64,000 acres; and every letter and report on the subject written at that time goes to attest this. See Reports and letters by Simmons, Car-

Carman, Lamphar, Ybarra, Retes, Rogers, et al.

I paid from my own pocket and have the receipts for the taxes on 80 3/6% of Los Mochis during the first years that we held the lands, because the railroad people, who were my friends, did not think enough of the lands to pay any attention whatever to them; and it was I who had in some way or other to get the money to satisfy the pleadings of Blas Ybarra's heirs and the widow of Engineer Fitch to buy their interests. All letters on the subject of money that came to George W. Simmons or to John H. Rice on "Los Mochis" business were turned over immediately to me, and it was ^{always} demanded what I was going to do about it and how get the money; and I did manage in each and every case connected with "Los Mochis" to find the way and to get the money; and it was only through me that the prices set by Retes, the Ybarras and Mrs. Fitch for their interests in "Los Mochis" lands were paid at the times they were.

The kind of thanks I received for these services from these persons the Colonists know; and they also know that these interests in "Los Mochis" were all bought for and in part were paid for by the Topolobampo Colonists themselves; and that it was only after their own labors and in great part their own money, had made "Los Mochis" valuable that every kind of device was trumped up to embarrass, and all kinds of defamations and accusations were made to ruin them.

But what should strike every one who gives a moments attention to "Los Mochis" subjects is that every one whose name was mentioned in the papers connected with the transfer of "Los Mochis", in April

1881 - and let it be well noted that every interest in "Los Mochis" that was given at that time was given by Dr. Carman, who represented me as well as himself - has been acknowledged and settled with in accordance with his own terms and without question, except Dr. Carman and Mr. Owen. These two persons, who were the prime movers in the whole business and in every detail of it, and who got the moneys and paid for every service to make the survey, to prepare the papers, and to pay the Government for the whole 64,000 acres of "Los Mochis" lands, are the persons who are held up, seemingly, as the culprits who are in conspiracy to over turn vested rights of certain persons in "Los Mochis", and who are maligning and outraging these persons with the sole object of robbing, plundering and ruining them. Well might it be imagined, could Dr. Carman come back to earth and read these lines against him and me, that he would point his fore finger *in* the faces of certain United States and Mexican citizens and say, with Hamlet: "How like you this?"

The Topolobampo Colonists were settled upon "Los Mochis" and Los Tastes Ditch was dug by me under a special concession made to me by the Federal Government, and in that concession, as in concessions made to me before and after, I was declared by the Government to be the owner of lands in "Los Mochis", and, also, in lands on Topolobampo Bay, and every person living during those times, both in the United States and in Sinaloa, interested with me in Los Mochis, knew Dr. Carman's and my interests in "Los Mochis" to be

larger than the interests of any other two persons, and that we were the first to denounce, and the only persons who took an active part to furnish the money and the labor to develop the same.

President Diaz and Gen. Pacheco publicly asked that colonizations be made and encouraged in order that waste places be settled and developed. I undertook this discouraging task in far-off Sinaloa to the surprise of every one who was acquainted with the difficulties that had to be overcome, and I have on my files an autograph letter from Gov. Francisco Canado pledging my colonists his protection, and commending me for having gone into the brush - onto "Los Mochis" - and settled thrifty people and opened up beautiful farms "where before only lizards and snakes were known"; and when I was last in Mexico City one of Sinaloa's distinguished citizens said to me: "Mr. Owen, the people of the Fuerte District should take off their hats and thank you every time your name is mentioned in their presence, for it is to you that they owe their present bright prospects, it is to you that they owe that their lands have gone up from five cents to fifty dollars an acre, and it is to you that they owe that they are to have a railroad and intercourse with the rest of the world."

What I did to prove that the climate of North Sinaloa is exceptionally wholesome and that the land will give forth an abundance of everything that can be wished in vegetables, fruit, grain and fibre, was done entirely by the colonists I settled upon my own lands on Los Mochis, for it is a law in Mexico that when a party

holds an undivided interest in a tract of land and goes upon that land and improves a section of it, that that is his section, and must be so adjudicated when the division is made.

For three hundred years Los Mochis had rested undisturbed by the Spainards and Mexicans who had been in possession of lands in its immediate locality, and no persons knew better than the Fuerte River Valley people that not one of them would have given a thousand dollars cash for the whole tract of 64,000 acres at the time I selected and took steps to purchase and develop it. My going into the Fuerte District was with the declared purpose of taking up only what the people there had left aside as being of no account; and no people better than those of the Fuerte River Valley know how quickly the whole face of nature was changed on Los Mochis after the Topolobampo Colonists got down to their work in earnest and with proper tools; of how Director Alvin J. Wilber rung the bell and had all hands at work by the first peep of dawn every day except Sundays for nearly two years, in order to dig our ditch; of how with bright, clean face and cheering news our Colony paper, "The Credit Foncier of Sinaloa" came out regularly every week from Topolobampo shores— from the identical office and in part edited and printed by the same two editors and publishers who now send forth their bi-monthly El Gazetero—to tell the authorities at Mexico City, Culiacan and Fuerte and interested friends in every part of the world of our progress on the Ditch and in clearing Los Mochis, and of the attractive

ness of North Sinaloa; of how Director ^{Albert} Law had charge of the farm at the mouth of our ditch, and cleared and planted; of how our schools were reported officially by the Mexican School Examiners to be the best to be found in the Fuerte District; of how even the Mexican people sent their children to attend our schools on Los Mochis; of how upon the first visit of Gov. Canedo and his staff to Los Mochis, after we had raised our first crop, that we seated a hundred persons at one table in our colony hall and gave a better served and as well cooked a dinner, together with a greater variety of vegetables and meats and pasteries than was probably ever before given in the Fuerte District; and when Gov. Canedo went away upon that occasion he took with him to exhibit at the State capitol one of our pumpkins that weighed 125 pounds. Had he wished to, he might have taken also a sun flower that measured 46 inches in circumference and ^{that} had a stalk 14 feet high and six inches thick.

And these are the colonists whom persons in the United States are bent upon destroying ^{and etc.} say that before they went to Sinaloa that the Topolobampo Colonists lived on rats, and that they might have dug Los Tastes Ditch, but that they did not know enough to take the water from it.

The written contract between Hoffman and Streeter, et al— between the President of the Trustee Company and certain Directors of his Company, to destroy the Colony Company, which was the Trustor Company—three years before the Trustor Company had any obligations to meet—in order to seize Los Mochis and our ditch, is known to

some of the Colonists, and it is, also, known that after Streeter (who undertook to carry into effect this most outrageous plot to break up the Colony and to seize the results of its labors) had intrigued at Fuerte, Culiacan, Denver and Mexico City for some years, and at much expense; wrote that "Hoffman was not straight goods", confessed that he could get no claim to our Ditch, said that he had been used for a cat's paw to get chestnuts - hot chestnuts as they proved to be - out of the fire for Hoffman and his pals, but he was through with the whole bad business; and, to show how thoroughly he was through with it, he bought some lands lying above Los Mochis and got a concession to dig his own irrigating ditch; but, that was too honest and too big a job for any such a person, and how much of his ditch he dug and how much he improved his lands—lands which were equally as good as Los Mochis lands— one need not go very far to see.

Perhaps, had Streeter used his money and time and influence in getting his own ditch started and his own lands improved, as he spent in wrecking the Topolobampo Colony and in trying to seize their lands and our ditch, he might measurably have succeeded; and the loss and utter failure that overtook Streeter and his plotters may be taken as an example of what will sooner or later overtake others who may enter into a plot, no matter how deep it may be laid or by whom made, to upset vested rights in lands and to seize the finished products of others, be they ever so little protected just now by those who have most interest in doing so.

In closing these brief lines on this to me burning subject, let me say that if ever a people owed a debt of gratitude to a small group of honest, earnest, hardworking, law abiding men and women, the Mexican citizens of the Fuerte District owe that debt to the Topolobampo Colonists. History does not record where a small colony group, at such great expenses and in face of so many difficulties, left their own prosperous home-lands and so fully trusted their lives and their properties to the safe keeping of a foreign people as did the Topolobampo Colonists trust the people of the Fuerte District. These Colonists were the pioneers of industry who enthused new life and new ways of doing things into that district, and while other incorporated foreign companies have since come to Sinaloa to make money and to spend that money where they keep their homes in the United States, the Topolobampo Colonists were the only organization that came to make their homes and their businesses and to spend their money in the Fuerte District; and had the Fuerte District people stood by and protected these Colonists in their common rights and in their labors, these Colonists would have within half a dozen years after they had their Ditch out have made a paradise on their Los Mochis lands and have erected and operated mills and opened up farms that would have been the pride of Mexico, and have added millions of wealth to the Fuerte District people in consequence of the enhanced values to their properties and to their services, which the Colony labors would have given rise to and have encouraged; and it is well even now for those who wish to see the

Fuerte District prosper in keeping with its great and peculiar advantages, to take into their special care the welfare of those Colonists whose right treatment and prosperity means so much for all Sinaloa.

ALBERT K. OWEN,

The Concessionaire who settled the Topolobampo Colonists on his own lands on Los Mochis, and who dug and owns Los Mochis Ditch.

(Translation).

Lic. Ramon Corona,
P.O.Box 2150, Mexico.

Dec. 16, 1903.

Messrs. Osborns & Hess,
27 William Street,
New York City.

Gentlemen:-

Upon advice from my client Mr. Albert K. Owen ,
I pass to you my opinion about the land properties situated
in the State of Sinaloa, on Topolobampo Bay and on Los Mochis.

When Ben R. Carman, owner of the lands, whose
location and area you know, died in California, U. S., of A.,
and according with the Civil Laws of that State, a judgment
of those Courts designed as heirs of Mr. Carman his wife and
his children. Without entering into an examination of the de-
tails and the transmission of that inheritance in the Courts
of the U.S. which are specified in the Cilestrat drawn up by
the Notary Perez de Lara, I concentrate my statement on the
one essential point, what judicial value in this country have
all the past transactions, made in the U.S. respecting the
inheritance of Carman, acquired now by Mrs. Marie Louise
Bigelow Owen.

The resolutions given by the Tribunals of the U.S.
in matters subject to their jurisdiction, have in our country
if such resolutions need their execution here, all the force
and validity, which they would have there, provided that the
"obligations for the compliance with which proceedings have
been taken be lawful in this Republic", and that the resolu-
tions dictated be considered so by the acting nation, and
also that they have the token of authenticity.

In this matter of execution of sentences dictated by Foreign Tribunals or Judges it has always been considered a rule to respect them as of full vigor and validity, just as those countries would respect a judicial sentence passed in our Republic, excepting if there existed a special treaty; and only in cases that some nation according to its jurisdiction would not comply with resolutions of Mexican Tribunals, the judicial acts of such nation would be treated equally.

Thus it is established by our jurisprudence and our laws, but in the special case of Mrs. Owen, that criterion has been well considered, it has been weighed and judged carefully before the 2nd Civil Court of the City of Mexico, the legal facts and considerations have been exposed for examination, and the Tribunal has disposed the protocollisation in one of the Notariats of this Capital that the referred to authentic resolutions may have their legal effect in our country, and furthermore, the Federal Exchequer has sanctioned afterwards the legality of the proceedings and resolutions protocollized, by receiving the fiscal dues corresponding to the Federation from inheritances and legacies.

Finally, in order to bring this matter to a conclusion, the proceedings must be recorded in the Public Register in Sinaloa, but without these resolutions losing force and validity, while such Registration is not complied with.

With this, I believe to have satisfied any interested party, who may be in doubt of the validity of the referred to instruments; and I am cheerfully disposed to give further explanations if such be desired.

Referring to the Canal "Los Tastes", constructed by a company organized by Mr. Owen, I am convinced that the

same company is in its perfect right to recover possession
of it by entering the Courts of the Federation.

I am Yours truly,

Ramon Corona.

Translation

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Sen. Ramon Corona,
P. O. Box 2150, Mexico, Dec. 16th. 1903.

Messrs. Osborne & Hesse
27. William St. New York City.

Gentlemen:

Upon advice from my client Mr. Albert R. Owen, I pass to you my opinion about the land properties situated in the State of Pinaloa, on Popolobampo Bay and on Los Mochis.

When Ben R. Carman, owner of the lands, whose location and area you know, died in California, U. S. of A., and according with the Civil Laws of that State, a judgement of those Courts designed as heirs of Mr. Carman his wife and his children. Without entering into an examination of the details and the transmissions of that inheritance in the Courts of the U. S., which are specified in the Abstract drawn up by the Notary Perez de Lara, I concentrate my statement on the one essential point, what Judicial Value in this country have all the past transactions, made in the U. S. respecting the inheritance of Carman, acquired now by Mrs. Laisa Bigelow Owen.

The resolutions given by the Tribunals of the U. S. in matters subject to their Jurisdiction, have in our country, if such resolutions need their execution here, all the force and validity, which they would have there, provided that the "obligations for the compliance with which proceedings have been

taken be lawful in this Republic", and that the resolutions dictated be considered so by the acting Nation, and also that they have the token of authenticity.

In this matter of execution of sentences dictated by Foreign Tribunals or Judges it has always been considered a rule to respect them as of full vigor and validity, just as those countries would respect a judicial sentence passed in our Republic, excepting if there existed a special treaty; and only in cases that some Nation according to its jurisdiction would not comply with resolutions of Mexican Tribunals, the judicial acts of such Nation would be treated equally.

Thus it is established by our jurisprudence and our laws; but in the special case of *M. Owen*, that criterion has been well provided, it has been weighed and judged carefully, before the 2nd Civil Court of the City of Mexico, the legal facts and considerations have been exposed for examination, and the Tribunal has disposed the protocolization in one of the Notariats of this Capital, that the referred to authentic resolutions may have their legal effect in our country, and further more, The Federal Exchequer has sanctioned afterwards the legality of the proceedings and resolutions protocolized, by reimbursing the fiscal dues corresponding to the Federation from inheritances and legacies.

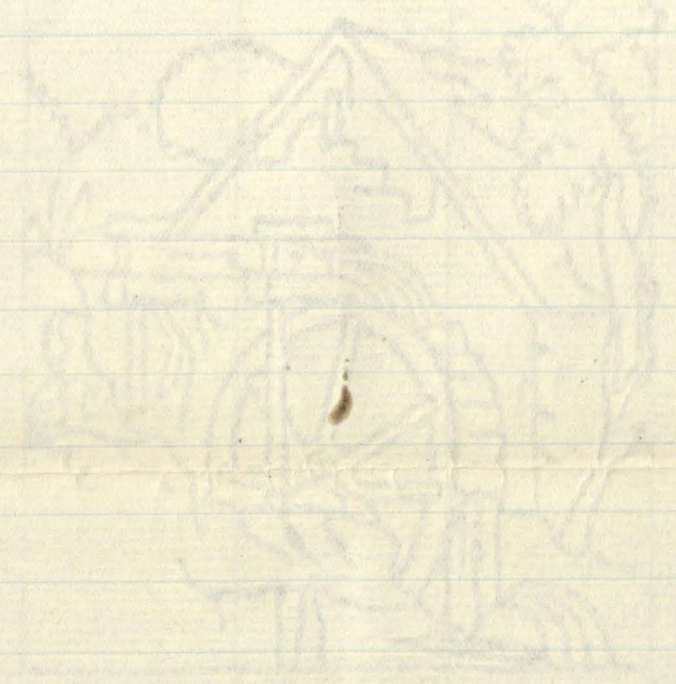
Finally, in order to bring this matter to a conclusion, the proceedings must be recorded in the Public Register in Simaboa, but without those resolutions losing force and validity, while such

Registration is not complied with.

With this, I believe to have satisfied any interested party, who may be in doubt of the validity of the referred to instruments, and I am cheerfully disposed to give further explanations if such be desired.

Referring to the Canal "Los Pastos", constructed by a company organized by Mr. Owen, I am convinced that the same company is in its perfect right to perpetuate it by entering the Courts of the Federation.

I am yours truly,
(S) Ramon Carona.



Waterston
Mill