

Memorandum of Contract

10.2

(60)

This agreement entered into between  
L.H. Owen of Baldwinsville,  
New York, and F.L. Stilwell  
of Kansas City, Mo., in the  
City of Mexia, April 21, 1907.

Whereas said Owen has cer-  
tain interests and powers in  
upland lots on the Pecos River  
River, Sinaloa, Mexico, and  
as it is the wish of purpose  
of said Stilwell to construct  
a wharf from the Harbor

Eastward to the Rio Grande,  
here you will with that purpose  
in view, said Owen will plant  
to said Shilwell:

- 1 — All the rights, privileges  
and titles, that he may have,  
to control for railroad stocks  
and criminals, that are marked  
with red lines on the Plan of  
Pacific City. (see copy herewith  
attached) which has been appro-  
ved and set aside for our pur-  
poses by the Mexican Government.
- 2 — Said Owen will transfer

all his rights, powers, titles, etc.,  
— what is known as mapped  
as Pacific City (see map her-  
with attached, & the total of  
14,000 acres provided that  
said Tibwell incorporates Pacific  
City - Develop Co. now, at once,  
and proceed to lay out the streets,  
etc. to protect and perfect the in-  
vests, powers and titles of said  
Owner, and give to said Owner,  
and to his associate in  
these lands, Enrique C. Creel  
of Chihuahua, Mexico, 12½

4

To end in the Capital stock  
of said Develop't Co'py,  
as soon as the same is is-  
sued, said Owner and said  
Cred and the entitled to elect  
one Director - said Company  
as long as his respective vote  
 $12\frac{1}{2}\%$  percent interest in  
said Company.

3. It is further understood and  
agreed that said Shilwell shall have  
 $12\frac{1}{2}\%$  of all Sidney & Member  
of Detroit, Michigan shall have  
 $12\frac{1}{2}\%$  and to be paid  
Constituted Co'py shall

have stopped your bid.

This paper to be made into  
a formal paper as soon  
as the Committee of the Chinese  
West & Pacific Railroad  
is transferred to Mr. Kawarayagi;  
Meiji, and Omei Railroad  
Company. In case that Compa-  
ny does not bind over to said Shilwell  
in case said Shilwell does not buy  
the Carma instead of it is offer-  
ed off for 22,500 or over ~~less~~  
23,000 or less this contract & the  
null advised.

#  
for whom he  
was to make  
~~concluded~~ the  
final draft of  
agreement. This  
was signed by  
us all at 5 P.M.  
against day.

A. H. Mca

This Memorandum  
between  
H. A. L. & Co. was  
dictated to H. E. C.  
Put at 8 A.M.  
April 21 - 1908  
and fully approved  
by him. They were  
entitled  
No. 3 (Supplementary)  
to be used  
at 3.30 P.M., and

1.

D.P.

Memorandum of Contract.

This agreement entered into, between A. E. Stilwell and Albert K. Owen, in the City of Mexico, April twenty-first nineteen hundred.

Whereas A. K. Owen has brought a certain proposition of a railroad from Chihuahua to Topolobampo to A. E. Stilwell and whereas the said Owen is supposed to be interested in ground around Topolobampo, which will be of great use to the railroad and Construction Company, which is to build said railroad.

The said A. E. Stilwell agree, that in consideration of said Owen bringing him this railroad proposition, in consideration of his claimed ownership of the Topolobampo lands or controlling the same by power of attorney to at least fifty-five per cent of said lands, adjacent to Topolobampo and whereas it is estimated that the railroad to be built in the Republic of Mexico will amount to about five hundred and fifty miles:

The said A. E. Stilwell agree to give the said Owen, in full compensation of his services and in full payment of his rights of whatever description them may be, over the Topolobampo lands, which rights, ownership and privilege Mr. A. K. Owen hereby conveys, grants and assigns to A. E. Stilwell, Mr. A. K. Owen is to receive the following amounts:

1. Figuring the mileage of the railroad at five hundred and fifty miles in the Republic of Mexico, the said Owen shall receive, as the road progresses, pro rata one hundred thousand dollars of Mexican five per cent bonds. These bonds to be delivered pro rata as they are received from the Mexican Government.

If the mileage is less than five hundred and fifty miles in the Republic of Mexico, the bonds to be delivered shall be pro rata as five hundred and fifty miles bear to one hundred thousand dollars.

2. On the same basis of five hundred and fifty miles, the said Owen shall receive thirty thousand dollars of the first mortgage bonds of the Kansas City, Mexico and Orient Railroad. If less than five hundred and fifty miles are built, the bonds to be delivered shall be pro rata as mentioned above.

3. The said Owen shall be entitled to one hundred and fifty thousand dollars of the four per cent preferred stock and one hundred and fifty thousand dollars of the common stock of the Kansas City, Mexico & Orient Railroad, if the mileage is five hundred and fifty miles in Mexico. If not, then he shall receive a pro rata share as mentioned above.

7. The above amounts will be paid over to Mr. Owen as a full compensation for his services rendered in bringing the enterprise to the said Stilwell and independent of the Toplobampo land proposition which will be considered in the following clauses.

8. Mr. A. K. Owen is to receive for his rights and privilege over the Toplobampo lands and provided he holds the ownership of not less than fifty-five per cent of twenty-five thousand acres, as follows:

- A. \$25,000.00 in 5% Indian subsidy bonds.
- B. 20,000.00 of the first mortgage bonds of the Kansas City, Mexico & Orient Railroad.
- C. 75,000.00 of the 4% preferred stock of the Kansas City, Mexico & Orient Railroad
- D. 75,000.00 of the common stock of the same Railroad Company.
- E. 12- $\frac{1}{2}$ % of the stock of the Company to be organized to control the fifty-five per cent over twenty-five thousand acres of land in Toplobampo, which Mr. Owen conveys in the present agreement.

9. If the amount of land owned and controlled by Mr. Owen is less than fifty-five per cent over twenty-five thousand acres, he will receive in payment the above amounts, pro rata or in proportion to the land owned legally by Mr. Owen.

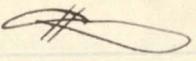
7. If it is discovered that Mr. Owen has no land whatever in Topolobampo, he is to receive nothing in payment on account of the Topolobampo deal; but he will be paid in full for the services which he has rendered on the railroad proposition, as described in this agreement.

8. Mr. A. E. Stilwell agrees that the Company to be organized for the Topolobampo lands will put up a fund of twenty-five thousand dollars gold, which is to be used to clear out the title of Mr. Owen and if necessary to pay certain compensations to third parties who may have a claim on the same lands, so as to perfect the title and control the amount of land mentioned in this agreement.

9. This contract has been executed under the supposition that the railroad Company is going to be organized by A. E. Stilwell to build a railroad from Chihuahua to Topolobampo; but if for any reason the railroad Company is not organized and the concession now held by the Chihuahua & Pacific Railroad Company is not conveyed to Mr. A. E. Stilwell, his Company or associates, then the present agreement shall be considered for all business purposes null and void and both Mr. A. E. Stilwell and Mr. A. K. Owen, will be free of all and every obligation. The time fixed for the organization of the Railroad Company is six

months, from this date.

The above agreement has been signed in the City of Mexico by Mr. A. E. Stilwell, Mr. A. K. Owen and Mrs. A. K. Owen. She giving her consent, on account of the land proposition and before two witnesses.

Signed {  
 A. E. Stilwell  
  
 Albert K. Owen  
 Louise Bigelow Owen

Witnesses  
 Dr. S. D. Sylvester  
 H. Struthers.

The following agreement entered into this  
Twenty-first day of April nineteen hundred, In the  
City of Mexico; between A. E. Stilwell, Enrique C.  
Cruel and Albert K. Owen;

The coal deposits which S. A. Metherbee has a  
contract on with Mr. Enrique C. Cruel are to be  
transferred to a coal company to be organized  
at once under the laws of some state of the  
Union and be legalized in Mexico. The said  
stock of the coal company is to be divided  
as follows:

49% to the Construction Company.

13 1/2% to Enrique C. Cruel.

12 1/2% to A. E. Stilwell

12 1/2% to A. K. Owen

12 1/2% to S. A. Metherbee.

signed

Enrique Cruel

A. E. Stilwell

Albert K. Owen

Copy.  
Silwell  
and  
Oron.

April 21-1908,

City of Mexico

(691)

Memorandum of Contract. No. 2.

This agreement entered into between  
A. K. Owen of Baldwinsville, New York,  
and A. E. Stilwell of Kansas City, Mo., in  
the City of Mexico, April 21<sup>st</sup> 1900.

Whereas, said Owen has certain inter-  
ests and powers in and upon lands on  
Zopolobampo harbor, Sinaloa, Mexico, and  
as it is the wish and purpose of said  
Stilwell to construct a railroad from  
that harbor Eastward to the Rio Grande;  
therefore, and with that purpose in view,  
said Owen will grant to said Stilwell:  
1.- All the rights, privileges and titles  
that he may have, or control for railroad  
streets and terminals, that are marked  
in red lines on the Plan of Pacific City.  
(see Copy herewith attached) which has been  
approved and set aside for such purposes.

by the Mexican Government.

2.- Said Owen will transfer all his rights, powers, titles, etc., in what is known and mapped as Pacific City Site (see map herewith attached) to the extent of 14,000 acres, provided that said Stilwell incorporates Pacific City Developing Company, at once, and proceeds to lay out the streets and to protect and perfect the interests, powers and titles of said Owen, and give to said Owen, and to his associate in these lands, Enrique C. Greel of Chihuahua, Mexico, 12½% each in the Capital Stock of said Development Company, as soon as the same is issued, said Owen and said Greel each to be entitled to elect one Director in said Company as long as they respectively vote 12½% per cent interest in said Company.

3.- It is further understood and agreed

that said Stilwell shall have 12½ %, that Sidney A. Witherbee of Detroit, Michigan, shall have 12½ %, and the Railroad Construction Company shall 50% of said stock.

This paper to be made into a formal paper as soon as the Concession of the Chihuahua & Pacific Railroad Company is transferred to the Kansas City, Mexico and Orient Railroad Company. In case that the concession is not turned over to said Stilwell, or in case said Stilwell does not buy the Carman interest if it is offered again for \$22,500, or say \$25,000 or less this Contract to be null and void.

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This Memorandum, together with No. 1 was submitted to E. S. Greel, at 8 A.M. April 21<sup>st</sup> 1900 and fully approved by him. They were submitted with No. 3 (Stilwell's first paper) to Greel, at 3.30 P.M., and was for them, he was to make the final draft of agreement that was signed by us all at 5 P.M. same day. A. K. Owen

L.D.

MEMORANDUM OF CONTRACT.

This agreement entered into between A. E. Stilwell and Albert K. Owen, in the City of Mexico, April twenty-first, nineteen hundred.

Whereas, A. K. Owen has brought a certain proposition of a Railroad from Chihuahua to Topolobampo to A. E. Stilwell and whereas the said Owen is supposed to be interested in ground around Topolobampo, which will be of great use to the railroad and construction company which is to build said railroad.

The said A. E. Stilwell agrees, that in consideration of said Owen bringing him this railroad proposition, in consideration of his claimed ownership of the Topolobampo lands or controlling the same by power of attorney to at least fifty-five percent of said lands, adjacent to Topolobampo and whereas it is estimated that the railroad to be built in the Republic of Mexico will amount to about five hundred and fifty miles:

The said A. E. Stilwell agrees to give the said Owen, in full compensation of his services and in full payment of his rights of whatever description they may be, over the Topolobampo lands, which rights, ownership and privileges Mr. A.K. Owen hereby conveys, grants and assigns to A. E. Stilwell. Mr. Owen is to receive the following amounts.

I. Figuring the mileage of the railroad at five hundred and fifty miles in the Republic of Mexico, the said Owen shall receive, as the road progresses, pro rata one hundred thousand dollars of Mexican five percent bonds. These bonds to be delivered pro rata as they are received from the Mexican Government.

If the mileage is less than five hundred and fifty miles in the Republic of Mexico the bonds to be delivered shall be pro rata as five hundred and fifty miles bears to Topolobampo, which Mr. Owen conveys in the agreement.

one hundred thousand dollars.

II. On the same basis of five hundred and fifty miles, the said Owen shall receive thirty thousand dollars of the first mortgage bonds of the Kansas City, Mexico and Orient Railroad. If less than five hundred and fifty miles are built, the bonds to be delivered shall be pro rata as mentioned above. Popalobampo deal; but he will paid in full for

III. The said Owen shall be entitled to one hundred and fifty thousand dollars of the four percent preferred stock and one hundred and fifty thousand dollars of the common stock of the Kansas City, Mexico and Orient Railroad, if the mileage is five hundred and fifty miles in Mexico. If not then he shall receive a pro rata share as mentioned above.

IV. The above amounts will be paid over to Mr. Owen as a full compensation for his services rendered in bringing the enterprise to the said Stilwell and independant of the Topolobampo land proposition which will be considered in the following clauses.

V. Mr. A.K. Owen is to receive for his rights and priveleges over the Topolobampo and provided he holds the ownership of not less than fifty-five percent of twenty-five thousand acres, as follows:

A. \$25,000.00 in 5% Mexican subsidy bonds.

B. 20,000.00 of the first mortgage bonds of the Kansas City, Mexico & Orient Railroad.

C. The 75,000.00 of these four per cent preferred of road is six to the Kansas City, Mexico & Orient Railroad.

D. 75,000.00 of the common stock of the same Mexico by Mr. Railraod Company.

E. 12-1/2% of the stock of the company to be organized to control the fifty-five per cent over twenty-five thousand acres of land in Topolobampo, which Mr. Owen conveys in the present agreement.

VI. If the amount of land owned and controlled by Mr. Owen is less than fifty-five per cent over twenty-five thousand acres, he will receive in payment the above amounts, legally pro rata or in proportion to the land owned by Mr. Owen.

VII. If it is discovered that Mr. Owen has no land whatever in Topolobampo, he is to receive nothing in payment on account of the Topolobampo deal; but he will paid in full for the services which he has rendered on the railroad proposition, as described in this agreement.

VIII. Mr. A.E. Stilwell agrees that the Company to be organized for the Topolobampo lands will put up a fund of twenty-five thousand dollars gold, which is to be used to clear out the titles of Mr. Owen and if necessary to pay certain compensations to third parties who may have a claim on the same lands, so as to perfect the titles and control the amount of land mentioned in this agreement.

IX. This contract has been executed under the supposition that the railroad company is going to be organized by A.E. Stilwell to build a railroad from Chihuahua to Topolobampo; but if for any reason the railroad is not organized and the concession now held by the Chihuahua and Pacific Railroad Company is not conveyed to Mr. A.E. Stilwell, his company, or associates, then the present agreement shall be considered for all business purposes null and void and both Mr. A.E. Stilwell and Mr. A.K. Owen, will be free of all and every obligation. The time fixed for the organization of the railroad is six months, from this date.

The above agreement has been signed in the City of Mexico by Mr. A.E. Stilwell, Mr. A.K. Owen and Mrs. A.K. Owen. She giving her consent on account of the land proposition and before two witnesses.

Witness, W.W. Sylvester S.A. Witherbee	(S I G N E D)	A. E. STILWELL ALBERT K. OWEN LOUISE BIGLOW OWEN.
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The following agreement entered into this twenty-first day of April, nineteen hundred, in the City of Mexico, between A. E. Stilwell, Enrique C. Creel and Albert K. Owen.

The coal deposits which S. A. Witherbee has a contract with Mr. Enrique C. Creel are to be transferred to a coal company to be organized at once under the laws of some state of the Union and be legalized in Mexico. The said stock of the coal company is to be divided as follows:

49% to the construction company,  
13-1/2% to Enrique C. Creel,  
12-1/2% to A. E. Stilwell,  
12-1/2% to A. K. Owen,  
12-1/2% to S.A. Witherbee

(Signed)

Enrique C. Creel

A.E. Stilwell.

Albert K. Owen