

82 rulings of the court in No. 855, Bank of Bisee vs. George F. Woodward, et al, in addition to the other evidence as the parties may desire."

C. O. ELLIS, being called as a witness in behalf of plaintiff, testified as follows:

83 My name is C. O. Ellis. I live in Douglas. I am cashier of the Bank of Douglas. I am acquainted with Geo. F. Woodward, one of the defendants of this action. I have some knowledge concerning the promissory note which is set out in the complaint in this action. I brought the note with me.

(Counsel hands witness a paper) This is the note on which Jno. H. Slaughter—the property of Jno. H. Slaughter—belongs to him. I am acquainted with the signature of Geo. F. Woodward. That is his signature. It was signed in my presence.

MR. ROSS: We will offer this note in evidence.

84 THE COURT: Any objection, Mr. Richardson? The offer has been made, this is the reason I ask.

(On behalf of defendant, R. L. Slaughter, Mr. Richardson interposed the same objection which is hereinabove set out at length at page . . . . . hereof.

THE COURT: The objection is overruled.

The note was thereupon introduced in evidence, marked Exhibit "A" and permission given to substitute copy. This is the note involved in the case of Jno. H. Slaughter



vs. Geo. F. Woodward, et al., and set out in the record of that case on file in this court. 85

WITNESS CONTINUING: This note, together with two other notes were offered to us for discount by Mr. Woodward and Mr. Woodward and I negotiated all three of the notes. One of them due in three months; I negotiated for the Bank of Douglas, which note was subsequently paid, and a note payable in six months, which I negotiated for the Bank of Bisbee, and this note for Jno. H. Slaughter, all at the same time.

MR. RICHARDSON: Now I would like to add to the other objection the further objection to the introduction of the complete failure of consideration. 86

(OBJECTION OVERRULED.)

WITNESS CONTINUING: Mr. Slaughter then became the purchaser of this note and paid value for it.

It was thereupon admitted in open court by defendant, R. L. Slaughter, that the note had been duly protested and due notice of protest given. Certificate of protest was thereupon admitted in evidence subject to the objections theretofore interposed by defendant to the introduction of the note marked Exhibit "A," which objections were by the court overruled, it being unnecessary to set out said certificate of protest the same is omitted.) 87

WITNESS CONTINUING: I am able to state the amount Mr. Slaughter paid for this note. He paid the exact amount of the face value of the note, \$27,187.50. I have



88 not calculated the interest due on the note, but can do so in a short time. Since Mr. Slaughter purchased this note, we have held it for collection for Mr. Slaughter's account. Nothing has been paid on that note, either principal or interest. It was negotiated through Mr. Slaughter on April 15, 1913.

#### CROSS-EXAMINATION.

89 The Bank of Douglas was never the owner of this note. I have known Geo. Woodward for many years. In a general way I knew the circumstances surrounding the issuance of this note. I understood the notes were given as a payment on a contract for the purchase of some land and cattle. I did not know that the property had not been deeded over under that contract.

Q. Isn't it a fact that Mr. R. L. Slaughter, one of the defendants, the one here in court, discussed this matter privately with you at the time the note was made?

90 MR. ROSS: Unless he refers to a date prior, we will object.

MR. RICHARDSON: Prior to the execution of the note; prior to the making of the note; prior to the signing of the contract?

Q. Possibly he discussed the matter frequently with me two or three times a day. The Bank of Douglas received a commission from Geo. Woodward for negotiating this note, in the amount of two per cent per annum on the note for the length of time it was intended to run. That is the bankers'



discount, and would be exactly one and one-half on the part of this note. This note was negotiated on or about April 15th. I did not have the note in my possession from the 9th to the 15th. I could not testify exactly as to when I first became possessed of the note, but it was in a day or two, probably the day previous to the 15th I had a conversation with Mr. Jno. H. Slaughter, the purchaser of this note prior to the time I sold it to him. I told him we expected to have these notes offered to us and it involved an amount larger than we were able to loan on any one transaction, and asked him if he would like to purchase one of the notes. I say I told him it was a larger sum of money than we could loan on one transaction; that the whole transaction was larger than we cared to take.

91

92

#### RE-DIRECT EXAMINATION

At the time I negotiated this paper I noted the language 'for payment under contract of even date.' I talked to Mr. Woodward about it and he told me that there wasn't any question, could be no question as to the negotiability of the notes because that had been agreed upon; it was fairly understood among all parties that negotiable notes would be given. I talked with Mr. D. A. Richardson prior to negotiating the notes as to their negotiability. I understood that he handled the transaction between Woodward and Slaughter as attorney for the Slaughters. He stated that the notes were negotiable; they were intended to be negotiable, and he also stated that if we decided that the notes were not negotiable he would under-

93



- 94 take to get new notes from his clients which were negotiable. I talked with Mr. Richardson, understanding that he acted for the Slaughters in this matter and had drawn the contract.

#### RE- CROSS EXAMINATION.

- 95 I didn't consult with Mr. Ross here regarding the negotiability of those notes until after I had negotiated them, and then I didn't consult him as our attorney. He didn't write me a letter concerning the negotiability of these notes in which he said he didn't think they were negotiable. He said he had investigated it upon the theory of the negotiable law of New York. As to that, Mr. Ross never expressed that those notes were not negotiable. He simply said this: That question might be raised. Of course it had been raised in my own mind. There was no reason other than the notation on the note that caused me to investigate their negotiability. I talked with Woodward about that.
- 96 I didn't talk to any of the other parties about it, whether they were negotiable or not. They were not right there in town. None of them were in town at the time I negotiated these notes, my recollection. I am quite positive that is true. I didn't talk about the matter with them before I negotiated the notes. It is not a fact that the notes were brought to me the day they were executed. I am quite certain that they were not brought in the next day. My recollection is that the makers of the notes left town that day or the day following. At any rate, I am certain that there



was none of them in town at the time I negotiated those notes, and I had no opportunity of talking to them. 97

This was quite an important transaction, not an every day occurrence. I would not consider it unusual to have three notes for \$27,000 each presented to be negotiated at one time, or out of the regular order of business. The notation on the note attracted my attention and caused me to make some investigation. I didn't receive a copy of the contract before I negotiated those notes. I didn't take Mr. Woodward's word for anything. 98

MR. RICHARDSON: I don't blame you for that. That is all.

#### RE-DIRECT EXAMINATION.

Upon negotiating these notes, we gave notice to the makers, the three Slaughters, that we had negotiated them. At about the time of the maturity of the first note, three months after it was given I heard from them, raising the question of the negotiability of the paper, or Woodward's non-performance of the contract. That first note was paid. 99

I calculated the total amount due for principal and interest to date on this note. Principal \$27,187.50, interest \$3,084.35, protest fee \$4.50, making a total of \$30,276.35. I know that amount was paid for protest fee.

(A copy of the note, Plaintiff's exhibit "A" was thereupon substituted for the origi-



100 nal and it was admitted by defendant R. L. Slaughter that the note had been protested.)

E. E. ELLINWOOD being called as a witness for plaintiff, testified as follows:

101 I am a practicing attorney and member of the Bar of this court and of the Supreme Court of the State of Arizona. I have been in the practice nearly twenty five years in the jurisdiction of Arizona. In a suit brought to collect a promissory note upon which apprixomately \$30,275 is due, I would consider that a reasonable attorney's fee would be ten per cent of the amount due. I am familiar with the cases now on trial and the work that has been required in presenting the case. I should say \$3,000 would be a reasonable attorney's fee in this case.

#### CROSS-EXAMINATION.

I am one of the attorneys for the plaintiff.

(Thereupon, plaintiff rested.)

102 R. L. SLAUGHTER, one of the defendants, being called as a witness on his own behalf testified as follows:

I am one of the defendants in this case. I live at Douglas, Arizona. I am one of the signers of that note, (referring to Exhibit "A.")

I am acquainted with Jno. H. Slaughter, the present owner of the note. I had some conversation with Mr. Ellis regarding the making of those notes and the contract which I proposed to enter into with Geo. F.



Woodward before I made the note. I explained the nature of our contract to him. 103

Q. Before you made the notes, state as near as you can, about what conversation you had with Mr. Ellis regarding the deal?

MR. ROSS: I think that if counsel intends to offer any contracts, the contract itself should be offered, and we will object to that when it is brought in. At the present time, I don't see the relevancy of this. We object to the question.

(OBJECTION OVERRULED.) 104

WITNESS CONTINUING: Well, not being acquainted with any of the business men of the city of Douglas, and having become acquainted with Mr. Ellis, a banker, he having been referred to me before I went there, of course, I had confidential conversations, especially in respect to these business dealings, and all business dealings I had. I had no other place except your office and Mr. Ellis' or Mr. John Slaughter's out at his ranch, so I discussed the matter in the beginning, and I advised with him. One of the conversations with Mr. Ellis lead to the responsibility of Geo. F. Woodward. The responsibility as regarding the United States. Mr. Ellis thought it was fairly good, and I based the trade a good deal on the proposition, if he did make good on his trade in Mexico, it would help his responsibility on this side of the line, and he considered him a man of some wealth and means. The value of the cattle was discussed and the size of the ranch, and the situation, the Mexican question, and all those things, like friends 105



- 106 would discuss. Before the notes were made, I discussed the deal with Mr. Jno. H. Slaughter; the substance of the conversation I had with him was in regard first, to the advisability of making a purchase in the Republic of Mexico; second, the advisability of going so far from the border as this ranch is located, practically one hundred and fifty miles. Third, the responsibility of Mr. Woodward as a business man. I don't know how far to elaborate on that.
- 107 Of course I advised with Mr. Slaughter, as I had with Mr. Ellis, as to the advisability of making the deal, and outlined it to him completely as to all the terms and what I thought, and what did they think and what was represented by Mr. Woodward, whether or not that would be a good or a bad deal. I had no one else to advise with in the country except those gentlemen. In my conversation with Mr. Slaughter we talked regarding the purchase price and the manner it was to be paid out. I first went down into Mexico and looked at the ranch and property of Geo.
- 108 Woodward for a specific price, and I advised with Mr. Slaughter in regard to it and mentioned the price of the total holdings, and then on my return from being shown over the ranch by Mr. Woodward, and getting from him the specific terms, I went back to Mr. Slaughter's ranch and advised again with him about the price and the terms and the conditions. I described to him minutely the details of the proposition, and that I was inclined to accept the same, and asked his advice, and he said he thought it was a good deal, and advised me to go ahead with it.



Q. Has Mr. Woodward complied with his contract? 109

MR. ROSS: We desire to interpose an objection to the proof of any non-performance of the contract.

About three months after signing the notes I first knew that Jno. H. Slaughter owned this note in question. I fixed the time because it was after I had notified Mr. Ellis verbally and in writing that I did not intend to pay the notes unless the contract was fulfilled previous to their maturity. On the date of the first note becoming due and in paying that note, which I did not consider proper to pay, only for the reason that it was overdue paper by one day, and I told him that I had become cognizant of the fact that there was a shortage of land, shortage of cattle, a lack of desire apparently on Mr. Woodward's part to fulfill any part of the contract further than the small part originally fulfilled. That I would not—did not consider that I owed that note, but I would pay it on account of it being overdue paper, but the others I would not pay, or likely not to pay unless the contract was fulfilled in a reasonable maximum—I don't know the word I want to use there—proportionately. In other words, when the second note was due, if sufficient property had been delivered, I would go forward with the payment, and when the last note was due, a sufficient property and a desire to show a business dealing with Mr. Woodward on his part, even if some part was not fulfilled but lacking those things I would not pay it. 110 111



112 (COUNSEL SHOWS WITNESS A PAPER.)

That is the contract between me and Woodward.

(Said paper is now marked Exhibit "1" for identification.)

MR. RICHARDSON: I offer it in evidence.

113 MR. ROSS: We desire to object to that contract on the ground that it is not a matter which is material or relevant or admissible in this action, this being an action upon a negotiable promissory note, this contract being no part of the note, it is in no respect binding upon this plaintiff in this action.

THE COURT: The evidence shows so far that Mr. Ellis and Mr. Jno. Slaughter were cognizant of this contract and the terms thereof. Now, the question is whether Mr. Slaughter was a bona fide purchaser, and I could not tell without seeing that contract whether he had any knowledge of this paper or not. If he did have knowledge—

114 MR. ELLINWOOD: I do not understand that Mr. Ellis or Mr. Slaughter were cognizant of this contract. He said he discussed terms generally. There is nothing in the evidence that John Slaughter ever saw that contract or that Charley Ellis ever saw that.

THE COURT: My impression was that Mr. Ellis testified that he knew the terms.

MR. ELLINWOOD: The contract as finally made, I don't think that there is any evidence that either of those parties ever



saw this. He didn't testify that he ever 115  
read the contract. He said there was a general discussion.

MR. ROSS: He testified that he and Mr. Slaughter discussed the deal, but so far as Mr. Ellis was concerned, he didn't say that he ever saw it.

THE COURT: I will ask the witness a few questions.

EXAMINATION BY THE COURT.

Q. Mr. Slaughter, after this contract 116  
was signed, did you ever tell Mr. Ellis or Mr. Slaughter the terms of the contract? That is, before the note was given?

A. In this manner, if you will allow me.

Q. What is that?

A. In this manner. It is like this. I described the offer made to me, and stated that I was going to go up to the office and close the deal on those lines, which I clearly outlined and got advice on, if the contract was furnished, and I hurried back to them 117  
and notified them that I had closed the contract, did not change any of the conditions.

Q. Did you notify them at this time when you said you told them of the terms offered to you, of those terms, in the same way that they were afterwards put in the contract?

A. Yes, sir.

Q. Does this written contract represent the terms which you told them you were go-



118 ing to close, and which you told them afterwards you had closed?

A. All the same.

THE COURT: I think that testimony renders that permissible.

MR. ELLINWOOD: Note an exception.

MR. RICHARDSON: With leave of counsel, we will introduce a certified copy and not the original, the same as your note.

119 Said paper heretofore marked "Exhibit 1" for identification, is offered and introduced in evidence, and the same is in the words and figures following, to-wit:

#### CONTRACT.

KNOW ALL MEN BY THESE PRESENTS:

That whereas, George F. Woodward of Moctezuma, State of Sonora, Republic of Mexico, asserts that he is the owner of, and in quiet and peaceful possession of the following described property:

120 Two certain tracts of farming lands known as "LA HUERTA" and "EL TAMBOR" containing and consisting of four hundred and fifty (450) arces of farming lands more or less, together with a water right of sufficient volume to thoroughly irrigate said lands. Also, the following ranches or grazing lands, and that the title is free from all incumbrances that is to say:

1.

"POTRERO DE PIVIPA" approximate-



ly fifteen thousand (15,000) acres, exclusive property of George F. Woodward. 121

## 2.

"DEMACIAS DE BAZURA" twelve thousand five hundred (12,500) acres approximately exclusive property, of Geo. F. Woodward.

## 3

"DEMACIAS DE TEHUACHI" twelve thousand five hundred (12,500) acres approximately, exclusive property of George F. Woodward. 122

## 4

"FRACION I" five thousand (5,000) acres approximately, exclusive property of George F. Woodward.

## 5

"FRACION LL." Five thousand (5,000) acres approximately exclusive property of George F. Woodward.

Also, the said George F. Woodward asserts that he owns in conjunction with others, free and clear of all incumbrance, the following interests hereinafter specified in the following ranches or grazing lands to-wit: 123

## I.

Sixty-four (64 per cent) of the BAZURA and TEHUACHI Ranches, and also claims and asserts that while his record title only shows 64 per cent that as a matter of fact he is the sole owner of these two tracts. These two tracts contain approximately fifteen thousand (15,000) acres.



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## II.

50 per cent in the Las Animas Ranch. This ranch contains five thousand (5,000) acres more or less. He also asserts that in connection with and in addition to his 50 per cent in this ranch that he holds two private deeds, which conveys this entire ranch to him.

## III.

125

"SANTA BARBARA DE BACACHI," an undivided 1-4 interest in this ranch and alleges: That he has negotiations pending to acquire the other three-fourths. This ranch contains approximately 20,000 acres.

## IV.

Also, that he owns 11-28 interest in the "PASTORILLA" ranch, that this ranch contains approximately 20,000 acres.

## V.

126

Also, that he owns fifty per cent in the "AGUA ZARCA" ranch. The other 50 per cent is owned by F. Vildosola, with whom George F. Woodward asserts to have a contract to purchase that interest. This ranch contains approximately 5,000 acres.

## VI.

George F. Woodward asserts that he owns an undivided 1-3 interest in the "HACIENDITA" or SAN JUAN" ranch. This ranch contains approximately 5,000 acres more or less.

The said George F. Woodward does hereby assert that the acreage of the said



ranch as herinabove set forth as a reason for this assertion that the survey of these ranches was by a direct ariel line, and that when the land is surveyed by chain measurement he guarantees that there will be not less than two hundred and fifty thousand (250,000) acres. 127

That the said George F. Woodward further asserts that he is the owner of free and clear of all incumbrances of every nature of four thousand (4,000) head of cattle, running on these said ranches. Also, a large number of horses, sheep, goats, hogs, and other live stock on the above said ranches, and also of saddles, harness, wagons, and ranch equipment, situated on said ranches. Also, a lot of bailed barbed wire, and wire fences, on said ranches and lands. 128

That said ranch lands, farming lands, stock and equipment is situated in the District of Moctezuma, State of Sonora, Republic of Mexico, in a south westerly direction from the towns of Cumpas and Moctezuma, in said district. And whereas, the said Geo. F. Woodward, hereafter referred to as the party of the first part is desirous of selling, all of the above described property, and does by these presents; contract to sell the same to the SLAUGHTER LAND & CATTLE COMPANY, a corporation, to be organized under the laws of the State of Arizona, and protocolized in the Republic of Mexico. Said corporation is to be organized by the following named persons: George M. Slaughter, George F. Woodward, R. L. Slaughter and W. B. Slaughter. That said corporation shall be known as the SLAUGHT- 129



- 130 ER LAND AND CATTLE COMPANY, and shall have a capital stock of two hundred and fifty thousand (\$250,000.00) Dollars to be divided into two thousand five hundred shares of the par value of one hundred (\$100.00) Dollars each. Immediately upon the organization of the said corporation, and the protocolization of the same in the State of Sonora, Republic of Mexico, the said corporation being referred to as the party of the second part, for and in consideration of the sum of one hundred and eight thousand seven hundred and fifty (\$108,750.00) Dollars,
- 131 lawful money of the United States of America, to be paid to the said party of the first part by the said George M. Slaughter, R. L. Slaughter and W. B. Slaughter, as follows, to-wit: The sum of (\$27,187.50) cash, in hand paid. The receipt whereof is hereby acknowledged by the party of the first part and the further sum of \$27,187.50 three months from date hereof. And the further sum of \$27,187.50 six months from the date hereof, and the further sum of \$27,187.50 nine months from date hereof. Each of the deferred payments being evidenced by a promissory note of even date herewith, due three months, six months and nine months from the date hereof, bearing interest at the rate of 6 per cent per annum from date until paid. Said notes to be payable at the Bank of Douglas, in the City of Douglas, County of Cochise, State of Arizona.
- 132

That for and in consideration of the payment of the said sum of \$108,750.00 lawful money of the United States of America to the party of the first part, paid in



manner and form and on the dates hereinabove set forth. The said George F. Woodward, the party of the first part, does agree hereby as follows to-wit: 133

## 1.

To immediately as soon as the said SLAUGHTER LAND & CATTLE COMPANY, party of the second part is protocolized in the State of Sonora, Republic of Mexico, to transfer each, every and all of his interests in the above lands described, and does hereby guarantee that notwithstanding the fact that the acreage as hereinabove set forth, does not equal two hundred and fifty thousand acres of land contained in the above tracts, or that the party of the first part will purchase at his own cost and expense land adjoining the above described tracts until the acreage shall be not less than two hundred and fifty thousand acres. That said land shall be deeded to the said party of the Second part, the SLAUGHTER LAND & CATTLE COMPANY, free and clear from all incumbrances, of every nature. That perfect title to the said 250,000 acres shall be lawfully vested in the said SLAUGHTER LAND & CATTLE COMPANY, the party of the second part. 134 135

## 2.

That the SLAUGHTER LAND AND CATTLE COMPANY, the party of the second part will as soon as it is convenient at its own cost and expense have a survey made of all of the said lands hereinabove described, and that should it develop upon the



136 completion of such survey that there be less acres vested in the said SLAUGHTER LAND AND CATTLE COMPANY by virtue of the transfer, of the lands set forth, than 250,000 acres, then and in that case the said George F. Woodward the party of the first part shall have extended to him five years from this date, to purchase at his own cost and expense and transferred to the said SLAUGHTER LAND & CATTLE COMPANY, a sufficient number of acres of land adjacent, to and adjoining the lands herein described to equal a total of 250,000 acres.

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It is further agreed, however, that should upon the completion of said survey, it should develop that the lands hereinabove described, contain an acreage of two hundred and fifty thousand (250,000) acres or more, land that the same is lawfully vested in the SLAUGHTER LAND & CATTLE COMPANY, party of the second part that the said George F. Woodward, party of the first part, shall be considered to have fully complied with his part of the contract in the transfer of the acreage to the SLAUGHTER LAND AND CATTLE COMPANY, party of the second part.

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The said George F. Woodward, party of the first part does hereby agree to transfer by lawful bill of sale to the said SLAUGHTER LAND & CATTLE COMPANY, party of the second part all of the brands, recorded in his name or that he is the owner of, in whole or in part in the State of Sonora, and does hereby guarantee that shall be made by the said SLAUGHTER LAND AND CATTLE COMPANY, as soon



as possible, that there are less than 4,000 head of cattle on said ranch in the brand of George F. Woodward, party of the first part at his own cost and expense will purchase sufficient number of cattle to make up the said four thousand cattle. The cattle so purchased, if any, shall be approximately the same grade as the cattle herein referred to, as being in the brands of George F. Woodward, party of the first part. 139

## 4.

That the said George F. Woodward, party of the first part does hereby agree to transfer to the said SLAUGHTER LAND AND CATTLE COMPANY free and clear from all incumbrances of every nature whatsoever, all live stock owned by him in whole or part in the State of Sonora. That live stock as herein stated shall include, cattle, horses, mares, mules, jacks, burros, jennies, sheep, goats and hogs. 140

That the said George F. Woodward, party of the first part does hereby agree to immediately transfer to the said SLAUGHTER LAND & CATTLE COMPANY all of his right, title and interest in and to all ranch equipment, including saddles, bridles, harness, wagons, and vehicles of every nature and description. Also, all farming tools, and implements of every nature, situate on the lands hereinabove referred to as farming lands. And, also all of his rights, title and interest in and to the water rights and easements of every nature whatsoever. 141

## 6.

It is distinctly understood that the said



142 George F. Woodward, the party of the first part reserves to himself without obligation to convey as herein set forth, solely and alone, his hotel and city property situated in the city of Moctezuma, State of Sonora, Republic of Mexico, and the little orchard connected therewith, in the City of Moctezuma, and also, and solely shall retain a little farm called "BERIDEHUACHI," formerly owned by Ramon Arragon, containing about twelve or fifteen acres situated about one and one-half miles south of the City of Moctezuma.

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7.

The said George F. Woodward, party of the first part, does further obligate himself to purchase all of the interests of the Barrios heirs in the above described real estate, at his own personal cost and expense and to transfer the same and to vest the legal title of the same in the SLAUGHTER LAND & CATTLE COMPANY, free and clear of all incumbrances.

8.

144

The said George F. Woodward does hereby obligate himself to purchase all of the interests of the Vildosola heirs in and to the above described real estate at the lowest possible price at the expense of the SLAUGHTER LAND AND CATTLE COMPANY and to transfer and vest the SLAUGHTER LAND AND CATTLE COMPANY with the title, for said purchase is to be made as soon as possible at any event within a reasonable time.

9.

The said George F. Woodward, party of



the first part does further obligate himself to purchase all of the interests of any other heirs or co-owners, in the above lands at any price agreeable to the SLAUGHTER LAND AND CATTLE COMPANY, with the title, thereto, upon the payment to the said George F. Woodward the said purchase price. 145

## 10.

Should it develop upon the completion of the survey hereinabove referred to that there should be less than 250,000 acres of land, in the lands hereinabove described then and in that case the said George F. Woodward may pay to the said SLAUGHTER LAND AND CATTLE COMPANY, party of the second part, any sums of money that the said SLAUGHTER LAND AND CATTLE COMPANY shall have heretofore paid for the purchase of the Vildosola heirs and any other interests in the said lands hereinabove described, except the Barrios heirs, and when the said George F. Woodward, party of the first part shall have so refunded said purchase price to the said SLAUGHTER LAND AND CATTLE COMPANY, then the acreage so purchased by the said George F. Woodward may be counted as part of the land conveyed to the said SLAUGHTER LAND & CATTLE COMPANY, by the said George F. Woodward to complete the said 250,000 acres. 146 147

## 11.

That the said George F. Woodward shall not during a period of five years from this date acquire, own, or hold any brand of cattle or livestock whatsoever. Nor during the period of five years from this date shall the



- 148 said George M. Slaughter, R. L. Slaughter,  
or W. B. Slaughter, or either of them acquire  
or own any brand of live stock whatsoever in  
the district of Moctezuma, State of Sonora,  
Mexico, but that should the said George or  
either of the said Slaughters acquire any live  
stock during said period, that the said ac-  
quisition or purchase of such live stock be  
solely and alone on the account of and with  
the consent of the said SLAUGHTER LAND  
AND CATTLE COMPANY and shall be im-  
mediately transferred and conveyed to the  
149 said SLAUGHTER LAND & CATTLE COM-  
PANY.

## 12.

- That the said stock of the said SLAUGH-  
TER LAND AND CATTLE COMPANY  
shall be issued as soon as possible, and at any  
event as soon as it is protocolized in Mexico  
and becomes the owner of the said proper-  
ties hereinabove described, and when said  
stock is so issued, it shall become the property  
share and share alike of the said George M.  
Slaughter, R. L. Slaughter and W. B. Slaught  
150 er, and that each of them, the said George  
M. Slaughter, George F. Woodward and R.  
L. Slaughter and W. B. Slaughter shall be-  
come equal owners in and to the entire cap-  
ital of stock of the SLAUGHTER LAND  
AND CATTLE COMPANY.

## 13.

It is distinctly understood that the said  
George F. Woodward, George M. Slaughter,  
R. L. Slaughter and W. B. Slaughter or either  
of them at the knowledge or consent of  
either of the other may at any time at his



own personal cost and expense without any notice to any other person, protocolize and record this contract in the Republic of Mexico, for any purpose he may see fit. 151

14.

This contract shall be binding upon ourselves, our heirs, executors, administrators, successors and assigns jointly and severly.

Done at Douglas, this 9th day of April, A. D. 1913.

GEO. F. WOODWARD,  
GEO. M. SLAUGHTER,  
R. L. SLAUGHTER,  
W. B. SLAUGHTER. 152

WITNESS CONTINUING: Mr. Woodward, did not fulfill the terms of that contract by deeding over the property. He delivered possession of the ranch described in the contract, and such horses and cattle and ranch furniture as were on them, and brands, and the equipment and delivered the original deeds into my keeping, in a locked iron box, with which he said:

He did not give me a bill of sale to the cattle. He did not give a deed to the land, to the Slaughter Land and Cattle Company. I have requested him for a bill of sale for the cattle; he refused. I requested him to give a deed to the land, to me or to the Slaughter Land and Cattle Company. He refused absolutely. 153

Q. What thing of value did the Slaughter Land and Cattle Company receive under this contract? What would it be worth, what thing of value?



154 MR. ROSS: There is no evidence up to date that there was any failure of consideration or had been any failure of consideration at the time these notes were negotiated. Of course, this is all before the court, and it does not make any difference, but I want to object to this evidence of failure of consideration, was subsequent to the negotiation of the notes, and it is entirely immaterial.

THE COURT: I would state now, that the view the court takes of it. The court has already held on ruling on the demurrers that the notes on their face were negotiable. Now, 155 if evidence is introduced which may or may not show that the plaintiff had actual knowledge of that, it would not keep him from being the holder in due course. I have not read that contract, and I don't know whether there is anything in that contract which would give him knowledge that the notes were not negotiable, but anything that occurred after the negotiation of the notes, would not affect the rights of the plaintiff. Now, I could not tell until I read that contract whether anything is set up in there 156 which would affect him.

MR. ROSS: The relevancy of this is to find out whether the plaintiff is the holder in good faith.

THE COURT: I don't think there is anything in that contract which would make a person purchasing the note have actual knowledge of the existence of the contract.

MR. ROSS: Then I understand that you sustain the objection?

THE COURT: The objection is sus-



tained as to any evidence of the condition after the negotiation of the note. 157

MR. RICHARDSON: We except the court's ruling, for the reason, first: that the plaintiff had actual knowledge of the terms and conditions of the contract. Second: that the notes themselves show on their face that they were not to become due until the contract was performed, and at this time we offer the following proof: We offer to prove by this witness that the defendant, Woodward, party to that contract, after, demand having been made upon him, and after the Slaughter Land and Cattle Company, the corporation referred to, in that contract had been organized, to transfer to the company the cattle and lands and other property mentioned in that contract; that the said Woodward refused to transfer the land or any of the personal property mentioned in the contract; that the consideration of the giving of those notes has wholly failed. 158

THE COURT: You offer the proof as made after the negotiation of the notes?

THE COURT: You offer the proof as made after the negotiation of the notes? 159

MR. RICHARDSON: Yes, sir.

THE COURT: The offer is refused.

MR. RICHARDSON: That is all.

#### CROSS EXAMINATION BY MR. ROSS.

Q. Mr. Slaughter, so far as you know, neither Mr. Ellis or Mr. John Slaughter ever



160 saw this contract or a copy of it before the 15th of April, 1914?

A. I don't know.

Q. Your discussions with Mr. Ellis and Mr. Slaughter were confined, were they not, to a discussion of the amount of land that you received, the location of the land, the amount of cattle, and the total price which you were supposed to pay for the property, were they not? You were getting their business advice as to whether or not it would probably be a good deal at the price that Woodward offered it? Wasn't that about the transaction with your uncle and Mr. Ellis?

A. Yes, that was a part, the principal part of it. I discussed it entirely with them, from every standpoint that a man could discuss any deal.

Q. And the Slaughter Land & Cattle Company has taken possession of the ranches turned over to them, and have taken over considerable cattle that was there on the ranch?

162 A. Yes, sir.

Q. All the ranch?

A. Yes, sir.

Q. And have sold some cattle, etc., and have carried on the business of a land and cattle company, excepting you have not got any deed or bill of sale, and you say you have not got all the land and all the cattle that you expected to get? That is about the substance of your testimony?

A. Yes, sir.



## RE-DIRECT EXAMINATION.

163

I received the possession of those things that were offered me for the Slaughter Land & Cattle company. I held possession by keeping sufficient men on the premises to keep anybody else from taking it away from me. Mr. Woodward, through his agents, has tried to get possession, to take it away from me.

MR. ROSS: This is all subsequent to the contract. I object to this line of examination.

164

THE COURT: Objection sustained subsequent to the negotiation of the notes.

MR. RICHARDSON: We offer to prove that while the defendant, Slaughter, has had possession of a part of that property since the signing of the contract and since April 15th, that he has held possession simply and alone by force of arms against Woodward and his agents.

THE COURT. The offer will be denied.

165

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(TITLE OF COURT AND CAUSE.)

## JUDGMENT AND ORDER OF SALE.

This cause came on regularly for trial before the court on the 13th day of February, A. D. 1915, plaintiff appearing by Messrs. Ellinwood & Ross, his attorneys, defendant R. L. Slaughter, appearing by Messrs. Richardson & White, his attorneys, and defendants Geo. F. Woodward, W. B.



- 166 Slaughter and Geo. M. Slaughter making no appearance. It appearing to the court that said defendants Geo. F. Woodward, W. B. Slaughter and Geo. M. Slaughter, being non-residents of and absent from the state of Arizona, had been duly served with Summons herein by publication and mailing thereof as provided by the Statutes of Arizona, and that their several defaults for failure to appear or answer herein within the time required by law had been heretofore duly entered in open court, the trial of said cause proceeded upon plaintiff's complaint, the  
167 first amended answer of the defendant, R. L. Slaughter and plaintiff's amended reply.

Oral and documentary evidence was introduced on behalf of plaintiff and plaintiff rested. Thereupon, oral and documentary evidence was introduced on behalf of the defendant R. L. Slaughter, and said defendant rested, whereupon said cause was submitted to the court for its decision and judgment.

- 168 The court thereupon having considered said cause, the evidence therein and the law applicable thereto, and being duly advised in the premises, announced its decision therein in open court in favor of the plaintiff and against the defendants, and ordered that judgment be rendered and entered in accordance therewith.

NOW, THEREFORE, in consideration of the premises and in accordance with said decision, it is,

Ordered, adjudged and Decreed that plaintiff have and recover from defendants



Geo. F. Woodward, W. B. Slaughter, Geo. M. Slaughter and R. L. Slaughter, jointly and severally in the principal sum of Twenty Seven Thousand One Hundred and Eighty Seven Dollars and Fifty Cents (\$27,187.50), together with interest thereon as prayed in the complaint, amounting to Three Thousand Eighty Dollars and Forty Cents \$3,080.40), its costs of protest in the sum of Five Dollars (\$5.00) and its reasonable attorney's fees herein in the sum of Three Thousand Dollars, \$3,000.00); that is to say, in the total sum of Thirty Three Thousand, Two Hundred Seventy Two Dollars and Ninety Cents (\$33,272.90), together with its costs of suit taxed at 169  
and that plaintiff have its execution therefor. 170

IT FURTHER APPEARING TO THE COURT that heretofore, and prior to the service of process herein upon defendants, Geo. F. Woodward, W. B. Slaughter and Geo. M. Slaughter, as aforesaid, a writ of garnishment was duly issued therein which was directed to and on August 28, 1914, was duly served upon the Slaughter Land and Cattle Company, the garnishee therein, a corporation organized and existing under the laws of Arizona and having its principal office at Douglas, in Cochise County, in said State, and that said garnishee has made answer to said writ, from which answer, and otherwise, it appears that when said writ was served upon said garnishee the said defendants Geo. M. Slaughter and R. L. Slaughter were the owners of an undivided three-fourths' interest in the capital stock of said 171



172 garnishee ,to-wit: Were the owners of an undivided One Hundred Eighty Seven Thousand, Five Hundred (\$187,500.00) Dollars par value of the capital stock of said garnishee, and that said defendant Geo. F. Woodward, owns or is entitled upon certain conditions to one-fourth of the capital stock of said garnishee of the par value of Sixty Two Thousand Five Hundred Dollars (\$62,500.00), Therefore it is,

173 FURTHER ORDERED, ADJUDGED AND DECREED, THAT FOR THE Purpose of satisfying said judgment against defendants Geo. F. Woodward, Geo. M. Slaughter and R. L. Slaughter, all of said shares of the capital stock of said The Slaughter Land and Cattle Company, garnishee herein, and every interest in said garnishee, owned or held by or to either of said defendants were entitled, either at law or in equity, on August 28, 1914, or which they or any of them, now own or are entitled to, namely an undivided One Hundred Eighty Seven Thousand, Five Hundred Dollars (\$187,500.00), par value of said stock owned  
174 by defendants Geo. M. Slaughter and R. L. Slaughter, and Sixty Two Thousand Five Hundred Dollars (\$62,500.00) par value of said stock, owned by defendants Geo. F. Woodward, or in which he has an interest or so much thereof as may be necessary to satisfy said judgment be sold under execution in favor of plaintiff herein against said defendants Geo. F. Woodward, Geo. M. Slaughter, and R. L. Slaughter, as by statute in such case made and provided.

ORDERED, ADJUDGED AND DE-



CREED, that said sale shall be conducted 175  
 in all respects as other sales of personal  
 property under execution, by the sheriff of  
 said County that upon said sale the sheriff  
 shall execute a transfer of such shares or  
 interests to the purchaser thereat, making  
 proper reference therein to this judgment;  
 that the proper reference therein to this  
 judgment; that the proper officers of said  
 garnishee shall enter such sale and transfer  
 on the books of said garnishee in the same  
 manner as if the same had been made by  
 said defendants Geo. F. Woodward, Geo. M.  
 Slaughter and R. L. Slaughter themselves, 176  
 and that execution issue in accordance here-  
 with and as by statute in such case pro-  
 vided.

Done in open court this 13th day of  
 February A. D., 1915.

ALFRED C. LOCKWOOD,

Judge of said Court.

(TITLE OF COURT AND CAUSE.) 177

#### JUDGMENT AND ORDER OF SALE.

This cause came on regularly for trial  
 before the court on the 13th day of Febru-  
 ary, A. D. 1915, plaintiff appearing by  
 Messrs. Ellinwood & Ross, his attorneys,  
 Defendant R. L. Slaughter, appearing by  
 Messrs. Richardson & White, his attorneys,  
 and defendants Geo. F. Woodward, W. B.  
 Slaughter making no appearance. It ap-  
 pearing to the court that said defendants,



178 Geo. F. Woodward, W. B. Slaughter and Geo .M. Slaughter, being non-residents of and absent from the State of Arizona, had been duly served with summons herein by publication and mailing thereof as provided by the statutes of Arizona, and that their several defaults for failure to appear or answer herein within the time required by law had been heretofore duly entered in open court, the trial of said cause proceeded upon plaintiff's complaint, the first amended answer of defendant R. L. Slaughter, and plaintiff's amended reply.

179 Oral and documentary evidence was introduced on behalf of the plaintiff and plaintiff rested. Thereupon, oral and documentary evidence was introduced in behalf of defendant R. L. Slaughter and defendant rested, whereupon said cause was submitted to the court for its decision and judgment.

180 The court thereupon having considered said cause, the evidence therein and the law applicable thereto, and being duly advised in the premises, announced its decision therein in open court, in favor of the plaintiff, and against defendants, and ordered that judgment be rendered and entered in accordance therewith.

NOW, THEREFORE, in consideration of the premises and in accordance with said decision, it is,

ORDERED, ADJUDGED AND DECREED, that plaintiff have and recover of and from defendants Geo. F. Woodward, W. B. Slaughter, Geo. M. Slaughter, and R. L. Slaughter, jointly and severally, in the prin-



cipal Sum of Twenty-Seven Thousand, 181  
 One Hundred and Eighty-Seven Dol-  
 lars and Fifty Cents (\$27,187.50), together  
 with interest thereon as prayed in the com-  
 plaint, amounting to Three Thousand  
 Eighty-Four Dollars and Thirty-Five cents,  
 (\$3084.35), his costs of protest in the sum of  
 Four Dollars and a Half (\$4.50) and his  
 reasonable attorney's fees herein in the sum  
 of Three Thousand Dollars (\$3,000.00);  
 that is to say in the total sum of Thirty  
 Three Thousand, Two Hundred Seventy-  
 Six Dollars and Thirty-Five Cents, (\$33, 182  
 276.35), together with his costs of suit  
 taxed at \$41.50, and that plaintiff have his  
 execution therefor.

IT FURTHER APPEARING TO THE  
 COURT that heretofore, and prior to the  
 service of process herein upon defendants,  
 Geo. F. Woodward, W. B. Slaughter, and  
 Geo. M. Slaughter, as aforesaid, a writ of  
 Garishment was duly issued herein, which  
 was directed to and on August 28, 1914, was  
 duly served upon The Slaughter Land and  
 Cattle Company, the Garnishee therein, a 188  
 corporation organized and existing under  
 the laws of Arizona, and having its prin-  
 cipal office at Douglas, in Cochise County,  
 in said State, and that said Garnishee has  
 made answer to said writ, from which  
 answer, and otherwise, it appears that when  
 said writ was served upon said Garnishee,  
 the said defendants Geo. M. Slaughter and  
 R. L. Slaughter were the owners of an un-  
 divided three-fourths' interest in the capital  
 stock of said Garnishee, to-wit: Were the  
 owners of an undivided One Hundred



- 184 Eighty Seven Thousand, Five Hundred Dollars (\$187,500.00), par value of the capital stock of said Garnishee and that said defendant Geo. F. Woodward owns or is entitled upon certain conditions to one-fourth of the capital stock of said Garnishee of the par value of Sixty Two Thousand Five Hundred Dollars (62,500.00), Therefore it is

- FURTHER ORDERED, ADJUDGED AND DECREED, that for the purpose of satisfying said judgment against said defendants, George F. Woodward, George
- 185 M. Slaughter and R. L. Slaughter all of the said shares of the capital stock of said The Slaughter Land and Cattle Company, Garnishee, herein, and every interest in said Garnishee, owned or held by or to which either of said defendants were entitled, either at law or in equity, on August 28, 1914, or which they, or any of them, now own or are entitled to, namely an undivided One Hundred Eighty Seven Thousand, Five Hundred Dollars (\$187,500.00) par value, of said stock owned by
- 186 defendants, Geo. M. Slaughter and R. L. Slaughter, and Sixty Two Thousand Five Hundred Dollars, (\$62,500.00) par value of said stock, owned by defendant, Geo. F. Woodward, or in which he has an interest, or so much thereof as may be necessary to satisfy said judgment, be sold under execution in favor of plaintiff herein against said defendants, Geo. F. Woodward, Geo. M. Slaughter and R. L. Slaughter as by statute in such case made and provided.

ORDERED ADJUDGED AND DECREED, that said sale shall be conducted in



all respects as other sales of personal property under execution, by the sheriff of said County; that upon said sale the sheriff shall execute a transfer of such shares or interests to the purchaser thereat, making proper reference therein to this judgment; that the proper officers of said garnishee shall enter such sale and transfer on the books of said Garnishee in the same manner as if the same had been made by said defendants Geo. F. Woodward, Geo. M. Slaughter and R. L. Slaughter themselves, and that execution issue in accordance herewith by statute in such case provided. 187

Done in open court this 17th day of February A. D. 1915. 188

ALFRED C. LOCKWOOD,  
Judge.

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(TITLE OF COURT AND CAUSE.)

MOTION FOR A NEW TRIAL AND ARREST OF JUDGMENT. 189

Comes now R. L. Slaughter, one of the defendants in the above entitled action personally, and moves the court for a new trial and arrest of judgment for the following reasons and each of them, to-wit:

I.

The court erred in sustaining plaintiff's motion to strike from defendant's answer for the following reasons:



190 (a) That the note involved in this action contains the following annotation: "For payment under contract even date."

(b) That such annotation was sufficient to put an ordinary prudent person on inquiry; that if followed up would have led to notice of the contents of the contract referred to in said annotation.

(c) That the annotation made the payment of the note conditional, and qualified the promise to pay.

191 (d) That the annotation made the payment of the note subject to and coupled with the terms of a written contract made contemporaneously with the note being a part of the same transaction.

(e) For the reason that the consideration for which said note was given had wholly failed.

(f) For the reason that the note shows upon its face that it is not a negotiable instrument.

192

## II.

That the court erred in admitting the note in evidence in this case, over the objection of the defendant for the following reasons, and each of them:

(a) That the note involved in this action contains the following annotation: "For payment under contract even date."

(b) That such annotation was sufficient to put an ordinarily prudent person on inquiry; that if followed up would have



led to notice of the contents of the contract 193  
referred to in said annotation.

(c) That the annotation made the payment of the note conditional and qualified the promise to pay.

(d) That the annotation made the payment of the note subject to and coupled with the terms of a written contract made contemporaneously with the note being a part of the same transaction.

(e) For the reason that the consideration for which said note was given had 194  
wholly failed.

(f) For the reason that the note shows upon its face that it is not a negotiable instrument.

### III.

That the court erred in sustaining objection to the defendants' evidence particularly that evidence tendered by the defendant to show a failure of consideration for the said note.

### IV.

195

That the judgment and decision are not justified by the evidence.

### V.

That the decision and judgment is not justified by and is contrary to the law.

### VI.

Upon the general ground that the court erred in admitting and rejecting evidence.

WHEREFORE, Defendant R. L. Slaugh-



- 196 ter prays that the Court will grant him a new trial in the above entitled action and arrest judgment therein, in order that justice may be done.

RICHARDSON & WHITE,

Attorneys for the Defendant, R. L. Slaughter, personally.

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(TITLE OF COURT AND CAUSE.)

- 197 Minute Entry of January 16, 1915, Book 21, Page 357, same title and cause.

It is by the Court ordered that January 16, 1915, be and the same is hereby set for the hearing of law points herein.

- 198 This cause coming on at this time for hearing of law points. On stipulation of counsel filed in this cause, this date, it is by the Court ordered that the hearing of the law points herein be continued to January 30, 1915. And further ordered that this cause be and the same is hereby set for trial on the 3rd day of February, 1915.

Minute Entry of January 30, 1915, Book 21, Page 383, same title and cause.

It is by the Court ordered that the hearing on law points herein be and the same is hereby continued to February 3, 1915.

Minute Entry of February 3, 1915, Book 21, Page 389, same title and cause.

This cause coming on regularly for hearing on law points, this date. Plaintiff



present by its Attorneys, Ellinwood & Ross, Esqrs., and defendant R. L. Slaughter present in person and by counsel D. A. Richardson, Esq. 199

Come now John Mason Ross, Esq., counsel for Plaintiff and moved the Court that defaults be entered against the defendants Geo. F. Woodward, W. B. Slaughter and George M. Slaughter, and the Court ordered that said defaults be entered herein against each and all of said defendants and such default was duly noted and entered by the Clerk herein. Counsel for plaintiff then presented Demurrer to Separate Answer of Defendant R. L. Slaughter and Motion to strike from said answer allegations contained in Paragraph 6 thereof, which said motion and Demurrer were argued by respective counsel and submitted to the Court for decision and the same were by the Court taken under advisement. 200

Minute Entry of February 9, 1915, Book 21, Page 411, same title and cause.

The law points in this cause having been heretofore argued by counsel and by the Court taken under advisement, it is now by the Court ordered that the Motion to strike be granted and that the Demurrer be overruled and it is further ordered that the defendant be given until Saturday, the 13th day of February, 1915, at 10:00 A. M. of that day in which to amend. 201

Minute Entry of February 10, 1915, Book 21, Page 416, same title and cause.

It is by the Court ordered that Feb-



202 ruary 13, 1915, he and the same is hereby set as the date for the trial of this cause.

Minute Entry of February 13, 1915, Book 21, Page 424, same title and cause.

Upon stipulation of respective counsel in Open Court it was agreed that the evidence produced and given in the case of John H. Slaughter versus George F. Woodward, et al, No. 854, be accepted and admitted as evidence in this cause.

203 Plaintiff called as a witness M. J. Cunningham, who was duly sworn and examined and plaintiff further offered in evidence documentary evidence, which was objected to by counsel for defendant R. L. Slaughter, and the Court, after due consideration, admitted the documentary evidence, over the objection.

204 Plaintiff now called as witness C. O. Ellis, who was duly sworn and examined and Plaintiff rested. The evidence was declared closed and the cause was submitted to the court without argument and on motion of counsel for plaintiff, the court ordered that upon presentation of a written judgment by plaintiff and its approval and signing by the court, judgment will be rendered herein in favor of the plaintiff.

Minute Entry of February 17, 1915, Book 21, Page 434, same title and cause .

A formal, written judgment in this action having this day been presented to and approved by the court in accordance with the order heretofore made, it is ordered that judgment be rendered herein in favor of the



plaintiff in the sum of \$27,185.50 with interest in the sum of \$3,080.40, Protest fee in the sum of \$5.00; Attorneys fees in the sum of \$3,000.00 and \$39.10 costs, and that the capital stock owned by said defendants in and to The Slaughter Land and Cattle Company, Garnishee herein, be sold for the purpose of satisfying such judgment. 205

Minute Entry of February 27, 1915, Book 21, Page 457, same title and cause.

This cause coming before the court at this time for hearing on Motion for new trial herein, Plaintiff present by counsel John M. Ross, Esq., and defendants present by counsel D. A. Richardson, Esq. Said motion for new trial was argued by respective counsel and submitted to the court and the court being fully advised in the premises, ordered that said motion be and the same is hereby denied. 206

Come now counsel for defendants and presented and filed Notice of Appeal to the Supreme Court of the State of Arizona, from the judgment rendered herein on the 17th of February, 1915, in favor of plaintiff and against defendants and from the whole thereof; and from the order denying Defendants' Motion for new trial and arrest of judgment herein, whereupon the amount of Appeal Bond was fixed at the sum of \$500.00. 207

ALFRED C. LOCKWOOD,

Judge of the Superior Court.

Minute Entry of March 22, 1915, Book 21, Page 505.



208 BANK OF BISBEE

vs.

GEO. F. WOODWARD, ET AL,  
855

On motion of D. A. Richardson, Esq.,  
counsel for the defendants herein, it is by  
the Court ordered that the Court Reporter  
have Sixty (60) days additional time from  
this date in which to file his Transcript of  
the Evidence herein.

ALFRED C. LOCKWOOD, Judge.

209

(TITLE OF COURT AND CAUSE.)

## NOTICE OF APPEAL.

Notice is hereby given that the above  
named Defendant R. L. Slaughter, appeals  
to the Supreme Court of the State of Ari-  
zona, from the judgment rendered in said  
court in the above entitled action on the 19th  
day of February, A. D. 1915, in favor of the  
above named plaintiffs and against the said  
210 R. L. Slaughter and others and from the  
whole thereof as well as from the order  
denying a motion for a new trial and in ar-  
rest of judgment.

RICHARDSON &amp; WHITE,

Attorneys for R. L. Slaughter, one of the  
defendants.

## APPEAL BOND.

KNOW ALL MEN BY THESE PRESENTS:  
That we, R. L. Slaughter as principal,



and B. A. Packard and E. W. Graves, as 211  
 sureties, all of Cochise County, Arizona, are  
 held and firmly bound unto John H. Slaught-  
 er, Plaintiff named in the above entitled ac-  
 tion, his executors, administrators, and  
 assigns, in the sum of five hundred dollars  
 (\$500.00), lawful money of the United States,  
 the said sum of five hundred dollars  
 (\$500.00), being double the amount of the  
 probable costs in this case of both the  
 Supreme Court of Arizona, and the Superior  
 Court of Cochise County, Arizona, as  
 stated by the clerk of the said Super-  
 ior Court, the said sum to be paid to the  
 above named defendant John H. Slaught-  
 er, his executors, administrators and as-  
 signs for which payment well and truly to  
 be made we bind ourselves, our and each of  
 our heirs, executors, administrators and as-  
 signs jointly and severally, firmly by these  
 Presents:

Sealed with our seals and dated this 3rd.  
 day of March, 1915.

The condition of the above obligation is 218  
 such that whereas the above named plain-  
 tiff, John H. Slaughter, obtained judgment  
 against the above named defendant, R. L.  
 Slaughter, as prayed for in the answer of  
 said action, and for costs of suit, and where-  
 as the above bounden, R. L. Slaughter, is  
 desirous of appealing from the decision and  
 judgment of said Superior Court to the  
 Supreme Court of the State of Arizona.

Now therefore, if the above bounden, R.  
 L. Slaughter shall prosecute his appeal here-  
 in to effect and pay all costs which have ac-



214 crued in the Superior Court herein or which may accrue in the Supreme Court of Arizona, then this obligation is to be void, otherwise to remain in full force and virtue.

R. L. SLAUGHTER,  
B. A. PACKARD,  
E. W. GRAVES.

STATE OF ARIZONA. {  
COUNTY OF COCHISE. { ss.

200 Packard and E. W. Graves, the  
215 es whose names are subscribed to the  
foregoing bond, being duly sworn, each for  
himself deposes and says that he is a resi-  
dent of Cochise County, Arizona, and is a  
free holder and worth in his own right and  
name \$500.00 over and above all his just  
debts and liabilities and over and above all  
property exempt from execution and forced  
sale.

B. A. PACKARD,  
E. W. GRAVES.

216 Subscribed and sworn to before me this  
3rd. day of March, 1915.

(SEAL) D. A. RICHARDSON,  
Notary Public.

My commission expires, Nov. 16, 1916.

(TITLE OF COURT AND CAUSE.)

STIPULATION.

It is hereby stipulated that pursuant to



the provisions of Paragraph 1256, R. S. 217  
 Arizona, 1913, the clerk of said court shall  
 transmit to the clerk of the Supreme Court  
 of Arizona, the following papers and por-  
 tions of the record in said cause, deemed  
 necessary to present the questions involved  
 on the appeal taken therein in behalf of R.  
 L. Slaughter, namely:

1. Complaint.
2. Separate answer of R. L. Slaughter.
3. Plaintiff's reply.
4. First amended and separ  
 of R. L. Slaughter.
5. Plaintiff's amended rep
6. Plaintiff's motion to strike.
7. Plaintiff's specification of points on  
 demurrer and motion to strike.
8. Stipulation dated Janu
9. Stipulation dated Janu
10. Transcript of reporter's notes.
11. Judgment and order of sale.
12. Motion for new trial and in arrest  
 of judgment.
13. Certified copy of minute entries in 21  
 said cause.
14. Notice of appeal.
15. Certified copy of bond on

Dated April 29, 1915.

ELLINWOOD & ROSS,

Attorneys for Plaintiff.

RICHARDSON & WHITE,

Attorneys for R. L. Slaughter, Defendant.



and under the seal of said court, which said writ was to said Sheriff directed and delivered, commanding him to seize all and singular, the property hereinafter described, and sell the same under execution as in said judgment directed.

THIS CERTIFICATE OF SALE AND TRANSFER, made this 5th day of May, A.D.1915, between HARRY C. WHEELER, as Sheriff of the County of Cochise, State of Arizona, first party, and M.J.CUNNINGHAM, of the City of Bisbee, in said County and State, second party,

WITNESSETH: Geo.M.Slaughter

WHEREAS, on the 17th day of February A.D.,1915, in that certain cause pending in the Superior Court of the County of Cochise, State of Arizona, wherein John H.Slaughter, is plaintiff and Geo. F.Woodward, Geo.M.Slaughter and R.L.Slaughter are defendants, and The Slaughter Land & Cattle Company, a corporation, is Garnishee, said plaintiff recovered a certain judgment against said defendants in the sum of Thirty Three Thousand, Three Hundred Seventeen Dollars and Eighty Five Cents (\$33,317.85) with interest and accruing costs in and by which judgment it was ordered and directed that all and singular the personal property hereinafter described, and all of the right, title and interest which said defendants or either of them had therein on August 28, 1914, when a writ of garnishment theretofore duly issued in said action, was duly served upon said garnishee, or so much thereof as might be necessary to satisfy said judgment, be sold by the sheriff of said County under execution, to which judgment reference is hereby made for a full statement of its terms and conditions, and,

WHEREAS, thereafter, on the 10th day of March, 1915, a special writ of execution was issued in said cause out of



and under the seal of said court, which said writ was to said Sheriff directed and delivered, commanding him to seize all and singular, the property hereinafter described, and sell the same under execution as in said judgment directed, for the purpose of satisfying said judgment, in obedience to which said writ, the said Sheriff on March 11, 1915, at three o'clock P.M. did levy upon and seize all of the shares of the capital stock of said The Slaughter Land and Cattle Company, Garnishee in said action, owned or held by, or to which either of said defendants, Geo.F.Woodward, Geo.M.Slaughter and R.L.Slaughter were entitled, to-wit: An undivided Eighteen Hundred and Seventy Five (1875) shares of the capital stock of said Garnishee, of the par value of One Hundred Eighty Seven Thousand Five Hundred Dollars (187,500) owned and held by said defendants, Geo.M.Slaughter, and R.L.Slaughter, or to which they were entitled on August 28, 1914, when said writ of garnishment was levied in said action, and Six Hundred and Twenty Five (625) shares of the capital stock of said Garnishee of the par value of Sixty Two Thousand Five Hundred Dollars (\$62,500) then owned by defendant Geo.F.Woodward, or in which he had an interest, or to which he was entitled, and every interest in said garnishee owned or held by or to which either of said defendants was entitled on August 28, 1914, or at any time since, and.

WHEREAS, thereafter on the 5th day of May, 1915, said Sheriff sold said property at public auction at the courthouse door of said County of Cochise, in the City of Tombstone, between the hours of nine in the morning and five in the afternoon of that day, namely; at eleven o'clock A.M. after having first given notice of the time and place of such sale by posting such notice according to law, at which sale the said property was struck



off and sold to second party for the sum of One Hundred Dollars (\$100) gold coin of the United States of America, the said second party being the highest bidder, and that being the highest sum bidden and the whole price paid for the same;

NOW, THEREFORE, this certificate of sale and transfer witnesseth that Harry C. Wheeler, Sheriff aforesaid, and as first party hereto, by virtue of the said writ and in pursuance of the statute in such case made and provided, for and in consideration of the sum of One Hundred Dollars (\$100) gold coin of the United States to him in hand paid as aforesaid by second party, the receipt whereof is hereby acknowledged, has bargained, sold and transferred, and does hereby bargain, sell and transfer to second party, all of the shares of the capital stock of said The Slaughter Land and Cattle Company, Garnishee, in said action owned or held by said defendants Geo. F. Woodward, Geo. M. Slaughter and R. L. Slaughter, or either of them, and every interest in said Garnishee owned or held by or to which either of said defendants is, or on August 28, 1914, or at any time since, was, entitled, being an undivided Eighteen Hundred and Seventy Five (1875) shares of the capital stock of said Garnishee owned or held by said defendants Geo. M. Slaughter, and R. L. Slaughter, or to which they are, or at any of the times herein mentioned, were entitled, and six Hundred and Twenty Five (625) shares of the capital stock of said Garnishee owned by defendant Geo. F. Woodward, or in which he has, or at any of the times herein mentioned, had an interest, or to which he is or was then entitled.

TO HAVE AND TO HOLD all and singular the said shares of stock, property rights and interests above mentioned and described,



and hereby transferred or intended so to be unto said second party, his heirs and assigns forever, as fully and absolutely as he, the Sheriff aforesaid can, may or ought to by virtue of the said writ and of the statute in such case made and provided, bargain, sell and transfer the same.

IN WITNESS WHEREOF, said first party, as Sheriff as aforesaid, has executed this instrument on the day and year first above written.

HARRY C. WHEELER  
\_\_\_\_\_  
Sheriff of the County of Cochise,  
State of Arizona.

STATE OF ARIZONA        )  
COUNTY OF COCHISE.    ) ss

This instrument was acknowledged before me this 5th day of May, 1915, as Sheriff of the County of Cochise, State of Arizona, who then and there acknowledged to me that as such Sheriff he executed the same for the purpose and consideration therein expressed.

WITNESS my hand and official seal this 5th day of May, 1915.

(SEAL)

ALVAN W. HOWE  
\_\_\_\_\_  
Notary Public.

MY COMMISSION EXPIRES MAR. 18, 1916.

Filed and recorded in recorder's office, May 22, 1915, in  
Book 6, Pages 530-31-32, Bills of Sale.



RICHARDSON & PATTEE

Attorneys at Law

Douglas - Arizona

CONTRACT.

KNOW ALL MEN BY THESE PRESENTS:

That whereas George F. Woodward of Doctezuma, State of Sonora, Republic of Mexico, asserts that he is the owner of, and in quiet and peaceable possession of the following described property.

Two certain tracts of Farming Lands known as "LA HUERTA" and "EL VALOR" containing and consisting of four hundred and fifty (450) acres of farming lands more or less, together with a water right of sufficient volume to thoroughly irrigate said lands. Also, the following Ranches or grazing lands and that the Title is free and clear of all incumbrances, that is to say:

1.  
"POTERO de FIVIPA" approximately fifteen hundred acres, (1500) Exclusive property of George F. Woodward.

2.  
"DEHACIAS de BAZURA" twelve thousand five hundred (12,500) acres, approximately. Exclusive property of George F. Woodward.

3.  
"DEHACIAS de TEBUACHI" twelve thousand five hundred (12,500) acres approximately. Exclusive property of George F. Woodward.

4.  
"FRACION I." five thousand (5,000) acres approximately. Exclusive property of George F. Woodward.

5.  
"FRACION II." five thousand (5,000) acres approximately. Exclusive property of George F. Woodward.

Also, the said George F. Woodward asserts that he owns in conjunction with others, free and clear of all incumbrance the following interests hereinafter specified in the following ranches or grazing lands to-wit:

1.



1.

more than the real and true number of acres. He gives as a reason for Sixty-four (64%) percent of the BAZURA and TEHUACHI Ranches and also claims and asserts that while his record title only shows 64%, that as a matter of fact he is the Sole owner of these two tracts. These two tracts contain approximately fifteen thousand (15,000) acres.

2.

Fifty percent (50%) in the "LAS ANIMAS" Ranch. This ranch contains five thousand (5,000) acres, more or less. He also asserts that in connection with and in addition to his 50% in this Ranch that he holds two private deeds, which conveys this entire Ranch to him.

"SANTABERBA de BACACHI" an undivided one-fourth (1/4)

interest in this Ranch and alleges: That he has negotiations pending, to acquire the other three-fourths (3/4). This ranch contains approximately twenty thousand (20,000) acres.

Also, that he owns eleven twenty-eights (11/28) interest in the "PASTORILLA" Ranch. That this ranch contains approximately twenty thousand (20,000) acres.

5.

Also, that he owns fifty (50%) per cent in the "AGUA ZARCA" Ranch. The other 50% is owned by F. Vildosola, with whom George F. Woodward asserts to have a contract to purchase that interest. This ranch contains approximately five thousand (5,000) acres.

6.

George F. Woodward asserts that he owns an undivided one-third (1/3) interest in the "RACINBITA" or "SAN JUAN" Ranch. This Ranch contains approximately five thousand (5,000) acres, more or less.

The said George F. Woodward does hereby assert that the acreage of the said Ranches as herein above set forth is much

Second part, for use in case #2.



more than the real and true number of acres, and gives as a reason for this ascertain that the survey of these ranches was by a direct ariel line, and that when the land is surveyed by chain measurement he guarantees that there will be not less than two hundred and fifty thousand (250,000) acres.

That the said George F. Woodward further asserts that he is the owner of, free and clear of all incumbrances of every nature of four thousand head (4,000) of cattle, running on these said Ranches. Also, a large number of horses, sheep, goats, hogs, and other live stock on the above said Ranches, and also saddles, harness, wagons, and Ranch equipment situated on said Ranches. Also, a lot of bailed barbed wire, and wire fences, on said Ranches and Lands.

That said Ranch lands Farming lands, stock and equipment is situated in the District of Nacozuma, State of Sonora, Republic of Mexico, in a South westerly direction from the Towns of Cupira and Nacozuma, in said district. And whereas, the said George F. Woodward, hereafter referred to as the party of the First part is desirous of selling, all of the above described property and does by these presents, Contract to sell, the same to the SLAUGHTER LAND AND CATTLE COMPANY, a Corporation, to be organized under the laws of the State of Arizona, and protocolized in the Republic of Mexico. Said Corporation is to be organized by the following named persons: George M. Slaughter, George F. Woodward R. L. Slaughter, and W. B. Slaughter. That said Corporation shall be known as the SLAUGHTER LAND AND CATTLE COMPANY, and shall have a Capital Stock of Two hundred and Fifty thousand (\$250,000) Dollars, to be divided into two thousand five hundred shares of the par value of one hundred (\$100.00) dollars each. Immediately upon the organization of the said Corporation, and the protocolization of the same in the State of Sonora, Republic of Mexico, the said corporation being hereafter referred to as the party of the Second part, for and in consideration of the sum of one hundred and



eight thousand seven hundred and fifty (\$108,750.00) lawful money of the United States of America to be paid to the said party of the First part by the said George E. Slaughter, R. B. Slaughter, and W. B. Slaughter, as follows to-wit: The sum of twenty-seven thousand one hundred and eighty-seven dollars and fifty cents (\$27,187.50) in cash, in hand paid. The receipt whereof is hereby acknowledged by the party of the First part and the further sum of twenty-seven one thousand and eighty-seven dollars and fifty cents (\$27,187.50) three months from date hereof. And the further sum of twenty-seven thousand one hundred and eighty-seven dollars and fifty cents (\$27,187.50) six months from the date hereof, and the last sum of twenty-seven thousand one hundred and eighty-seven dollars and fifty cents (\$27,187.50) nine months from the date hereof. Each of the deferred payments being evidenced by a Promissory Note of even date herewith, due three months, six months and nine months from the date hereof, bearing interest at the rate of 6% per cent per annum from date until paid. Said notes to be payable at the Bank of Douglas, in the City of Douglas, County of Cochise, State of Arizona.

That for and in consideration of the payment of the said sum of one hundred and eight thousand seven hundred and fifty (\$108,750) Dollars, lawful money of the United States of America to the party of the First part, paid in manner and form and on the dates hereinabove setforth. The said George E. Woodward the party of the First part does hereby agree as follows to-wit:

I.

To immediately as soon as the said SLAUGHTER LAND AND CATTLE COMPANY, party of the Second part is protocolized in the State of Sonora, Republic of Mexico, to transfer each every and all of his interests in the above lands described, and does hereby guarantee that not withstanding the fact that the acreage as hereinabove setforth, does not equal two hundred and fifty thousand (250,000) acres, That here is, and shall be two hundred and fifty thousand

4.



acres (250,000) of land contained in the above tracts, or that the party of the First part will purchase at his own cost and expense, land adjoining the above described tracts until the acreage shall be not less than two hundred and fifty thousand (250,000) acres. That said land shall be deeded to the said party of the Second part, the SLAUGHTER LAND AND CATTLE COMPANY free and clear of all incumbrances, of every nature. That perfect title to the said two hundred and fifty thousand acres shall be lawfully vested in the said SLAUGHTER LAND AND CATTLE COMPANY, the Party of the Second part.

2.

That the SLAUGHTER LAND AND CATTLE COMPANY, the party of the Second part will as soon as it is convenient, at its own cost and expense, have a survey made of all of the said lands herein above described, and that should it develop upon the completion of such survey that there be less acres vested in the said SLAUGHTER LAND AND CATTLE COMPANY, by virtue of the transfer, of the lands set forth, than two hundred and forty thousand (240,000) acres, then and in that case the said George F. Woodward the party of the First part shall have extended to him five years from this date, to purchase at his own cost and expense and transferred to the said SLAUGHTER LAND AND CATTLE COMPANY a sufficient number of acres of land adjacent, to, and adjoining the lands herein described to equal a total of two hundred and fifty thousand (250,000) acres.

It is further agreed, however, that should upon the completion of said survey, it should develop that the lands herein above described, contain an acreage of two hundred and forty thousand (240,000) acres or more acres, and that the same is lawfully vested in the SLAUGHTER LAND AND CATTLE COMPANY, party of the Second part, that the said George F. Woodward, party of the First part shall be considered to have fully complied with his part of the contract in the transfer of the acreage to the said SLAUGHTER LAND AND CATTLE COMPANY, party of the Second part.







George F. Woodward the said purchase price,  
interest in and to the water rights and easements of every nature  
whatsoever.

6.

It is distinctly understood that the said George F. Woodward  
the party of the First part Reserves to himself without obligat-  
ion to convey as herein setforth, solely and alone, his hotel and  
city property situated in the City of Moctezuma, State of Sonora,  
Republic of Mexico, and the little orchard connected therewith,  
in the City of Moctezuma, and also, and solely, shall retain a  
little farm called "BERIDHUACHI" formerly owned by Ramon Arragon,  
containing about twelve or fifteen acres situated about one and  
one-half miles South of the City of Moctezuma.

7.

The said George F. Woodward party of the First part does  
further obligate himself to purchase all of the interests of the  
Barrios heirs, in the above described real estate, at his own  
personal cost and expense, and to transfer the same and to vest  
the legal title of the same in the SLAUGHTER LAND AND CATTLE  
COMPANY, free and clear of all incumbrances.

8.

The said George F. Woodward does hereby obligate himself to  
purchase all of the interests of the Vildosolo heirs in and to  
the above described real estate at the lowest possible price at  
the expense of the SLAUGHTER LAND AND CATTLE COMPANY, and to trans-  
fer and vest the SLAUGHTER LAND AND CATTLE COMPANY with the Title,  
For said purchase is to be made as soon as possible at any event  
within a reasonable time.

9.

The said George F. Woodward party of the First part does  
further obligate himself to purchase all of the interests of any  
other heirs or co-owners, in the above described lands at a  
price agreeable to the SLAUGHTER LAND AND CATTLE COMPANY, and  
to transfer the same and vest the SLAUGHTER LAND AND CATTLE  
COMPANY with the title, thereto, upon the payment to the said  
7.



George F. Woodward the said purchase price.

10.

Should it develop upon the completion of the survey herein above referred to, that there should be less than two hundred and forty thousand (240,000) acres of land, in the lands herein above described then and in that case the said George F. Woodward may pay to the said SLAUGHTER LAND AND CATTLE COMPANY party of the second part, any sums of money that the said SLAUGHTER LAND AND CATTLE COMPANY shall have heretofore paid for the purchase of the Vildosola heirs and any other interests in the said lands hereinabove described, except the Barrios heirs, and when the said George F. Woodward, party of the First part shall have so refunded said purchase price to the said SLAUGHTER LAND AND CATTLE COMPANY, then the acreage so purchased by the said George F. Woodward may be counted as part of the land conveyed to the said SLAUGHTER LAND AND CATTLE COMPANY by the said George F. Woodward to complete the said two hundred and fifty thousand (250,000) acres.

11.

That the said George F. Woodward shall not during a period of five years from this date acquire own, or hold any brand of cattle or live stock whatsoever. Nor during the period of five years from this date shall the said George H. Slaughter, R. L. Slaughter, or W. B. Slaughter, or either of them acquire or own any brand or live stock whatsoever in the district of Moctezuma State of Sonora, Mexico, but that should the said George F. Woodward or either of the said Slaughters acquire any live stock during said period, that the said acquisition or purchase of such live stock shall be solely and alone on the account of and with the consent of the said SLAUGHTER LAND AND CATTLE COMPANY, and shall be immediately transferred and conveyed to the said Slaughter Land and Cattle Company.

12.

That the said stock of the said SLAUGHTER LAND AND CATTLE



10  
George F. Woodward and wife Margaret Lyce

COMPANY shall be issued as soon as possible, and at any event as soon as it is protocolized in Mexico, and becomes the owner of the said properties herein above described, and when said stock is so issued, It shall become the property share and share alike of the said George M. Slaughter, George F. Woodward, R. L. Slaughter, and W. B. Slaughter, and that each of them the said George F. Woodward, George M. Slaughter, and R. L. Slaughter, and W. B. Slaughter shall become equal owners in and to the entire Capital Stock of the SLAUGHTER LAND AND CATTLE COMPANY.

13.

It is distinctly understood that the said George F. Woodward, George M. Slaughter, R. L. Slaughter, and W. B. Slaughter, or either of them without the knowledge or consent of either of the others may at any time at his own personal cost and expense without any notice to any other person, protocolize, and record this contract in the Republic of Mexico, for any purpose he may see fit.

14.

This contract shall be binding upon ourselves, our heirs, executors, administrators, successors, and assigns jointly and severly.

Done at Douglas, This 9th day of April, A. D. 1913.

G. F. Woodward

Geo. M. Slaughter

R. L. Slaughter

W. B. Slaughter



State of Arizona )  
County of Cochise, ) ss.

Before me D. A. Richardson, a Notary Public in and for the County of Cochise, State of Arizona, on this day personally appeared George E. Woodward of Doctozuma, Sonora Mexico, George M. Slaughter, of Roswell, New Mexico, R. L. Slaughter, of Big Springs, Texas, and W. B. Slaughter of Pueblo, Colorado, known to me to be the persons who signed the foregoing instrument and acknowledged to me that they and each of them executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 9th day of April, A. D. 1913, at Douglas, County of Cochise, State of Arizona.

*D. A. Richardson*

Notary Public in and for the  
County of Cochise, State of  
Arizona.

My Commission expires November 18, 1916.



**RICHARDSON & PATTEE**

Attorneys at Law

Douglas - Arizona

OPINION ON TITLE TO THE FARM AND RANCH LANDS OF GEORGE F. WOODWARD. SITUATED IN THE MOCTEZUMA DISTRICT, STATE OF SONORA, MEXICO.

During the years of 1786-87, Don Juan Jose de Bustamante and Teran, Captain of Militia of the Village of Opejuna (Now Moctezuma) made application to King Carlos III. of Spain for Title to "San Pedro de Pivipa" farming lands, and in his application for Title among other things states that his family had been in peaceable possession of said farming lands for more than 100 years prior thereto.

On the 20th day of June 1792, the Title was finally issued to Teran, by the King of Spain, said Title described a very large tract of land in which said large tract is included the two farms known as "SAN PEDRO DE PIVIPA" and the grazing lands known as "POTRERO DE PIVIPA". It is not practical use to copy in this opinion the lengthy description of all of the lands included in the description of the lands from the King of Spain to Teran, since the lands of George F. Woodward are contained within the lengthy description in the original Patent to Teran from the King of Spain. The patent from the King of Spain to Teran is recorded in the City of Hermosillo, the Capital of the State of Sonora, as follows: The farming land in 1792, and the grazing land in 1853.

The two farms are described as follows: The farm known as "LA HUERTA" is bounded on the North by the lands of Manuel Montana, on the South by lands of Angel Monge, on the East by the lands of Mal Pais, and on the West by the lands "POTRERO DE PIVIPA".

THE SECOND farm, "EL TAMBOR", is joined on the north by the lands of C. C. Soto, on the South by the "POTRERO" of George F. Woodward, and Rinconada lands of Francisco Gallego, and on the East by Mal Pais, and on the West by the "POTRERO DE PIVIPA".

The above boundaries of the two tracts of farming lands, while not very definite and would not be considered sufficient to,



an American Lawyer, rendering an opinion on Title to land in the United States. Yet, since the above boundaries have been recognized for more than two hundred years, by all of the adjoining owners, there can be but one question that could be legitimately raised, and that question would be the exact number of acres contained in each one of these farms. Without a survey the exact number of acres can only be approximated. It is generally understood and conceded by the adjoining owners as well as assured on the part of Mr. George F. Woodward, that the "LA HUERTA" farm, contains Two hundred and twenty-five (225) acres more or less, and that the "EL TAMBOR" farm contains approximately the same, two hundred and twenty-five (225) acres. It might be well some time, when convenient to survey these two farms.

With regard to the Ranch lands. The description of the grazing lands known as "POTRERO DE PIVIPA" is as follows: The North West is the high backbone looking toward the road going to the "PUERTO de BACACHI" and on the N. E. The Mouth of the CANADA of Berí de Huachi, and where it joins the River Galera, and PIVIPA. The S. W. corner, The "PINE SPRING" where it joins on the lands of the "Rinconade of Francisco Gallego and on the South East it joins on the River and Lands of PIVIPA. And on the West with the land of George F. Woodward.

These boundaries have been recognized for more than two hundred years and while they do not give correct distance from either of the points or monuments, the points and monuments themselves are very easily identified since they are practically natural objects.

There is said to be in this grazing land, The "POTRERO de PIVIPA" Twenty thousand (20,000) acres more or less. The only way that the exact number of acres contained in this Ranch could be ascertained would be by a survey, which would be advisable to have made as soon as possible.



On the 23rd day of May, 1893 in a suit by the many creditors of Teran, the Judge of the First Instance in the District of Moctezuma, entered a decree and judgement dividing the said Teran lands among the several creditors in proportion that their debts bore to the Total indebtedness, and placed the said creditors in legal possession of all of the said lands described as the "POTRERO de PIVIPA" and "SAN PEDRO de PIVIPA". The said lands were adjudged to the creditors as follows:

A. Steinfeld,	34-73%
R. Ruiz,	30-55%
R. Brena,	12-39%
F. Vildosola,	7-78%
A. V. de Monge,	7-78%
R. M. de Vildosola,	6-77%

Aggregating a Total of 100.%

On July 11, A. D. 1901, by Public document or Deed authenticated before Notary Public M. Garfias Salinas, at Nogales, Sonora, Mexico, all of the titles to the agricultural lands, "SAN PEDRO de PIVIPA" "SAN LORENZO del TUCURI" and "POTRERO de PIVIPA", owned by Albert Steinfeld, 34-73%, and Rosario Brena, 30-55% was transferred to George F. Woodward.

On the 21st, day of the month of September, 1900, before a Notary Public, whose name was Manuel Aragon at Moctezuma, Rosa M. de Vildosola deeded to George F. Woodward all her interest, that is to say, 6-77% in the lands "SAN PEDRO de PIVIPA" and San Lorenzo, del Tucuri and grazing lands "POTRERO de PIVIPA".

On the 30th day of April 1902, before Notary Public Manuel Aragon, Fernando Vildosola deeded to George F. Woodward 7-78% and by the same instrument A. V. de Monge deeded to George F. Woodward 7-78%.

On the 15th day of March 1901, in the City of Hermosillo before Notary Public, Antonio Sarabia R. Ruez, transferred to George F. Woodward the remaining 30-55% of the said "POTRERO de PIVIPA" and



"SAN DE PIVIPA" and "SAN LORENZO del TUCURI" vesting in George F. Woodward sole ownership, of the said lands known as "POTRERO de PIVIPA" and "SAN LORENZO del TUCURI" as herein above described. Each of the transfers from the legal grant of the King of Spain down to, and including the deeds to George F. Woodward, have been carefully examined by me, and I hereby certify that they are in legal form and pass title free of all incumbrance of every nature, to George F. Woodward by a perfect chain of title from the King of Spain. I do not certify that there has been no mortgages placed on these lands by George F. Woodward, but it is hardly probably that there is any mortgages existing at present on any of the above lands for the reason that George F. Woodward is in possession of the original titles. If they were mortgaged, the mortgagee would be in possession of the said titles, under the laws of Mexico.

"DEMACIAS de BAZURA" consisting of twelve thousand five hundred (12,500) acres more or less, was patented to Ricardo and Celedonia Sanchez, by the Federal Government of Mexico on July 28, 1890. These lands are bounded and described as follows: Bounded on the North by BAZURA and ARROYA SECA. On the South by BAZURA and TASAJERA. On the East by AGUA ZARCA and RANCHO del PAREDON, and on the West by BAZURA and FRACION I and II. And was by said Ricardo and Celedonia Sanchez legally transferred to George F. Woodward.

The Patent to "DEMACIAS de TEHUACHI" was issued July 28, 1890 by the Federal Government of Mexico to Cayetano Sanchez. These lands are bounded and described as follows: Bounded on the North by TEHUACHI, LA PASTORIA and ARROYA SECO. On the South by COMMUNITY of MASCOCAHUI and TEHUACHI. On the East by TEHUACHI and FRACION I and II, of Ricardo and Celadonia Sanchez, and on the West by TEHUACHI and SANTA ROSALIA. Consisting of twelve thousand five hundred (12,500) acres more or less. This land was transferred by the grantees and their successors to George F. Wood-



ward . The titles to the same are in legal form.

"FRACION I" was patented to Recardo Sanchez, July 28, 1890 by the Federal Government of Mexico, and contains five thousand (5,000) acres more or less. This land is bounded and described as follows: On the North by FRACION II of Celedonia Sanchez, On the South MOSOCHUA. On the East by BAZURA, and on the West by TEHUACHI. This grant was legally transferred by Recardo Sanchez to George F. Woodward. The transfer and Title appear to be in legal form.

"FRACION II" containing five thousand (5,000) acres more or less, was patented to Celedonia Sanchez on July 28, 1890, by the Federal Government of Mexico, and is bounded and described as follows: On the North, ARROYO SECA. On the South FRACION I. On the East by BAZURA, and on the WEST by TEHUACHI. This grant was legally transferred by Celedonia Sanchez, to George F. Woodward.

"LA PASTORIA" ranch containing twenty thousand (20,000) acres more or less. It does not appear from the titles before me how the Barrios family the Grantor of this land received title to the same. It is supposed that a grant was issued to the Barrios family from the King of Spain and that the grant is still in the possession of some of the members of this family.

The first record title touching this land presented to me by George F. Woodward is under the date of March 22, 1902. Wherein Gabriel Estrella transferred by deed an undivided  $1/14$  interest in this land to Earl Van Dorn Lee, and on February 9, 1902, Alfonso Martinel transferred an undivided  $1/14$  interest in this land to Earl Van Dorn Lee, and on January 29, 1908 Isabella Conyer and Isabella Conyer Wild transferred an undivided  $1/4$  interest in this land to Earl Van Dorn Lee, thus making  $1/7$  and  $1/4$  or  $11/28$  of the whole ranch.

This ranch contains twenty thousand (20,000) acres more or less, and is bounded as follows: On the North by Jaun Manuel, Las ANIMAS, and Government land. On the South FRACION I, TEHUACHI and DEMACIAS de TEHUACHI, and on the East by LOS ANIMAS and on the



West MASOCAHUA.

In the above transfers the grant from the King of Spain to the Barrior family is referred to in the descriptions of the Spanish grant of LOS ANIMAS, and also in the Spanish Grant of BAZURA and TEHUACHI, showing that this grant was older than either of these herein referred to.

Isabella Conyer and Isabella Conyer Wild are said to be daughters of Dr. Conyer as shown in the Deeds of Earl Von Dorn Lee, to have purchased their 1/4 interest from Antonia Haro, said to have been one of the original Barrios heirs to whom the Spanish grant is supposed to have been issued.

These 11/28 interests have been properly transferred by titles in legal form from Earl Von Dorn Lee, to George F. Woodward.

"SANTA BARBARA de BACACHI" Grant contains twenty thousand (20,000) acres more or less, the original Spanish grant to this land was issued by the King of Spain to Bachillera Julian Morena, and is now in the possession of one of his heirs, Fernando Vildosola in Moctezuma. George F. Woodward having purchased an undivided 1/4 interest in this ranch, from one of the Vildosola heirs, and claims to have negotiations pending to acquire the other 3/4 from Fernando Vildosola. This ranch contains twenty thousand (20,000) acres more or less, and is bounded and described as follows: Bounded on the North by "SAN JUAN" and the EAST by MOCTEZUMA TOWNSITE. And on the South by AGUA ZARCA, and LOS ANIMAS, and on the WEST BY LOS ANIMAS.

The "LOS ANIMAS" ranch contains five thousand (5,000) acres more or less. This Ranch is also known as LAJAS and also ARROYA SECA. It was granted by the King of Spain in 1818-19, to Jose Moreno, on March 4, 1822. Jose Moreno sold this grant to Antonio Moreno, and from the heirs and grantees of the above original Antonio Moreno, George F. Woodward holds record title to an undivided 50%. He also holds several private deeds conveying interests from the other heirs stating the interest transferred but not giving the acreage. These private Deeds are not taken into con-