

R. FLOYD CLARKE,  
ATTORNEY AND COUNSELLOR AT LAW.

37 WALL ST.,

WALTER D. CLARK.

WIRT HOWE.

R.F.C.-K.R.H.

NEW YORK. Feb. 21, 1913.

Roberto H. Todd, Esq.,  
San Juan, Porto Rico.

Dear Sir:

Referring to your arrangements with Mr. N. B. K. Pettingill and his letter to you of January 24, 1913, and your cable reading as follows:

"Five thousand cash, balance in thirty days,"  
to which Mr. Robinson cabled,-

"Five thousand cash, balance in sixty days,"  
and you have since cabled,-

"Accepted,"

I would advise you as follows:

The client for whom Mr. Pettingill has acted in purchasing such property through you is the Porto Rico Gas Company, of Delaware, and Mr. Paul Charlton, of San Juan, formerly Judge of United States District Court, is the attorney of the Gas Company, and I am this day writing to him full particulars in regard to closing the matter.

In order that you may understand that I am fully authorized by Mr. Pettingill to write you as above, I enclose to you herewith the original cable received by me from Mr. Pettingill reading as follows:

#2

"Feb. 20, 1913.

R. Floyd Clarke,  
37 Wall Street,  
New York.

Your telegram too late for letter to connect Saturday's mail. Write today yourself inclosing this and he will follow your request as from me.

and answer of mine to him reading as follows: Pettingill,"

"N. B. K. Pettingill,  
Mahne Bay,  
Nova Scotia.

Toddhas secured property. Mail instructions today to Charlton for Todd to follow Charlton's instructions concerning land.  
Clarke,"

all of which I now confirm.

Please take the matter up with Mr. Paul Charlton, who has full authority to close the transaction according to the arrangements made.

Very truly yours,



(Enc.)

March  
FIRST,  
1913.

R. Floyd Clarke, Esq.,

New York City.

Dear Sir:-

I am in receipt of your favor of Feb. 21, 1913 regarding the correspondence by mail and by cable, pertaining to the purchase of the Caubet property.

Following your request, I took the matter up with Judge Charlton, but found that he had not received the power-of-attorney which I was expecting to have Mr. Caubet proceed in the execution of the deed of conveyance. He neither had received the \$5,000 necessary for cash payment on the signing of the said deed. I consequently requested Judge Charlton to cable you for the papers and money, and in the meantime have requested Mr. Caubet to have a correct survey made of the property, so as to ascertain the exact number of square meters which we will have to pay for. The survey is now being made and will be ready day after tomorrow, at which time I hope the papers and money will have arrived.

I must report that I have made a search of the property in the office of the Registrar of Property of San Juan, and must say that the title is good and properly recorded. Mr. Caubet bought, or rather got a Court title, as the Corporation which owned the property went into the hands of a receiver and the Court ordered a public sale made of the property.

As per your letter, I will follow Judge Charlton's instructions in the premises.

Very truly yours,

March  
TWELFTH,  
1913.

R. Floy Clarke, Esq.  
Attorney at Law.  
New York City.

Dear Sir:-

This is to advise you that the deed of conveyance for the Gaubet property is to be signed today, the property having been surveyed giving a total of 16,028 square meters.

As I wrote Judge Pettingill on February 19, 1913, Gaubet insisted that the balance sum to be paid in sixty days, should be guaranteed by a mortgage on the property, as the first proposition made was \$5,000 cash the balance in six months guaranteed by a mortgage on the property.

The power-of-attorney sent to Judge Charlton makes no reference to the mortgage, and it will be necessary that you send another power-of-attorney to him ratifying and approving his action in the premises, namely, the executing of a mortgage in favor of Gaubet on the property bought by the Company.

The whole transaction is being made in one document, namely the deed of sale. It states the price per square meter, the cash payment of \$5,000 the balance to be secured by a mortgage.

As Judge Charlton will write you fully about this matter, I will not go into this any further.

Believe me to remain

Very truly yours,



PAUL CHARLTON

COUNSELOR AT LAW

11 CRISTO STREET

CABLE ADDRESS:

"CHARLTON"

SAN JUAN.

SAN JUAN, April 12th, 1913.

My dear Don Roberto:-


I enclose herewith check to your order, No. 169906, on The Royal Bank of Canada, for \$23.50, to cover your receipted statement dated April 11th, 1913.

I have received the Satisfaction Piece from A. Mayol y Ca. to the Porto Rico Gas Company, for the deferred payment of \$19,042, on the 16,028 sq. metres of land in Trans-Miramar.

Please take my thanks for your promptness, and, with kind personal regard, believe me,

Sincerely, yours,

Enclosure as stated.

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Hon. Roberto H. Todd,  
Alcaldia,  
San Juan, Porto Rico.

PAUL CHARLTON

COUNSELOR AT LAW

11 CRISTO STREET

CABLE ADDRESS:

"CHARLTON"

SAN JUAN.

SAN JUAN, May 6th, 1913.

My dear Alcalde:-

I have your letter enclosing your account, as Notary, for drawing the deed of trust from Porto Rico Gas Co. to Guaranty Trust Co, and for certified copies (2) of the same, amounting to \$650.00.

I have transmitted the account to New York, with the statement that it is most reasonable, for the service performed, and the request that I be placed in funds to pay it.

This will be done either by mail or cable, and as soon as it is done it will be promptly remitted to you.

With regard, I beg you will believe me,

Very truly, yours,

Paul Charlton

Hon. Roberto H. Todd,

Alcaldia,

San Juan, Porto Rico.