

GENERAL CORRESPONDENCE

1872 Jan - May

FOLDER NO. 3-18

JAMES J. HILL PAPERS

PLEASE RETAIN
ORIGINAL ORDER

[1872] [?]

Hill & Robbins

To Chas. D. Kern Dr.

To Trip to Deadwood 14 Days \$210.00
Expenses of trip

97.75
\$307.75

Received payment

Recd Check

Chas. D. Kern

Dated

March 17.

for about amount this day. Chas. D. Kern
or or a March Check

Pay this & charge
to Personal Exp.

Not paid

McArthur & Martin	183 10	M Sauphucian	14 38
B & Beag	1111 11	A Sherfont	525 HB60
Gor Archibald	200 73	J. Allen	896 Canada
R Tait	184 35	J. H. Stewart	2000 HBles
A Bayd ^{Ry \$100}	240 73	J. R. Hart (A M Brown)	9051 paid Kinsey
B Fache Canada	296 73	J. R. Harris	72 40
J Hamilton on Plains	31 08	L. J. Bird	2226 claim for dam
A M Brown Kinsey	2759		724 96
Les H Coady Dick	5199	aint ford	2238 18
A Deschampsault	2228		2473 14
A B Nelson	15 96		
H Mederney	543 78		
R Marion	1053		
off the	13561		
H Cunningham	768		
J A P Power Canada	804		
Bishop of L. S. W. H	255		
Caldwell R. Conner	2630		
Staf Casarich Canada	470	Str Seckirk	12607 71
A Fallette Kinsey	8402	L. J. Bussard	3714 07
Jew Jewinter ^{by Tishner} Kinsey	444	L. J. Bussard	27329 03
Arch McEau	493	J. R. Haulg	4551. 27
F Alcock Dick	794	Leut Mider	614. 13
L. H. Hill dead	813	A. Chumey	2086 39
Res H. Dierby ^{W. B. Black}	1856		
A Baumanman	1330		
Res J. Black	3240		
Austford	2238 18		

46 13415

C Michael - has pub
ship in his letter - you
get all the news are here
every

11/11/11

[1872] [?]

Lieut Col Jarvis

To Dr. C. Kinsey

Yrs from H. G. & Co

16 76

[1872] [25]

Major Irwin

To Hill August 20

To amt bal of

officers Mass

135 61

Adv chgs thr algoma & chic		1105.87
Frt to Benson		791.20
Benson to Winnipeg	104411 @ 282 ⁸	2952.74
Winn to St Paul	311900	594.26
St Paul to Win	31190 @ 4 ⁰⁰	1247.60
Adv chgs on cheabith goods		12.45
Cooperidge & transfer St Paul		24.00
Wagon & C St P to Benson		56.70
Customs fee Rct Perry		53.30
		6938.42
		4600.40
		2338.02

By Cr

[January 1, 1872]

The annexed Co-partnership is hereby con-
-tained between the undersigned as follows, viz:

The said James J. Hill and Chauncey H. Griggs
have purchased the interest of William B. Newcomb
therein and said Newcomb has withdrawn from
~~from~~ said firm.

The profits of the firm Subject to division
among the partners shall be divided as follows,
viz: The Copartnership firm of Hill, Griggs
& Co., composed of James J. Hill, Chauncey H.
Griggs and George S. Acker, shall have three
fifths part thereof; The said John A.
Armstrong shall have one fifth part thereof;

The remaining one fifth part thereof shall
go to the said Griggs and Armstrong, and
be expended by them for the benefit of the
whole concern in such manner as they the
said Griggs and Armstrong may deem best.

Losses, if any, to be equally divided
among the partners, except that as
between the said Acker & the said Hill &
Griggs the losses shall be shared in the
same proportion as the profits.

The said John A. Armstrong holds
title to certain real estate situated in the
County of Hennepin & State of Minnesota
belonging to the said Copartnership
whereof a schedule is hereto annexed
and marked "A" and made a part

of this instrument.

The said Chauncey W. Briggs holds title to certain real estate situated in the County of Wright in the State of Minnesota, belonging to said co-partnership, and a schedule whereof is hereto annexed and marked "B." and made a part of this instrument.

Dated Jan 1 1872.

Witness

L. K. Goodrich
W. J. Smith

Sign here James J. Hill

Chauncey W. Briggs

John A. Armstrong
George I. Baker

A

Schedule "A" referred to in the foregoing agreement.

80 Acres	$N\frac{1}{2}$ of $SE\frac{1}{4}$ of Sec. 22	Town 118 Range 24
80 "	30 acres in $N\frac{1}{2}$ of $SE\frac{1}{4}$ Sec. 17	" " " "
80 "	$E\frac{1}{2}$ of $SE\frac{1}{4}$ $N\frac{1}{2}$ of $SE\frac{1}{4}$ Sec. 22	" " " "
80 "	$N\frac{1}{2}$ of $SW\frac{1}{4}$ " 23	" " " "
80 "	$S\frac{1}{2}$ of $SE\frac{1}{4}$ Sec 16	" " " "
32 "	$SE\frac{1}{4}$ " 21	" " " "
	$SW\frac{1}{4}$ " 24	" " " "

B

Schedule "B" referred to in the foregoing agreement
 Lots 3 & 4 & $NE\frac{1}{4}$ of $SE\frac{1}{4}$ & $S\frac{1}{2}$ of $SE\frac{1}{4}$ Sec. 33, Town 119 Range 26
 $N\frac{1}{2}$ of $SW\frac{1}{4}$ ————— Sec. 31 " 119 " 26
 Containing 253 $\frac{30}{100}$ acres more or less, according to
 Government Survey, ~~reserving to said Grange~~
 Subject to the Right of Way of the RR Co through said Lands.

80 acres $N\frac{1}{2}$ of $SE\frac{1}{4}$ Sec 28. T 118 Range 24
 69 $\frac{50}{100}$ " Lots 1 & 2 Sec 31 T-119 R 26-

Articles of Co-partnership entered into the first day of January A.D. 1872 between James J. Hill, Chauncey W. Griggs and George B. Acker all of the City of Saint Paul in the State of Minnesota:

Whereas the said James J. Hill, Chauncey W. Griggs and one William B. Newcomb, entered into a certain Co-partnership ~~instrument~~ under articles in writing bearing date the 20th day of August A.D. 1869, a copy whereof is hereto annexed & marked Exhibit "A." and made a part of this instrument;

And Whereas the said firm of "Hill, Griggs & Co." afterwards entered into a certain other Co-partnership with one Delbert C. Kinsey under certain articles in writing dated August 2, 1870, a copy whereof is hereto annexed and marked Exhibit "B." and made a part of this instrument:

And whereas the said firm of "Hill, Griggs & Co." afterwards entered into a certain other agreement in writing with one Alexander Griggs bearing date February 20th 1871, a copy whereof is hereto annexed and marked Exhibit "C." and made a part of this instrument;

And Whereas on the 25th day of August A.D. 1869 the said James J. Hill, Chauncey W. Griggs, William B. Newcomb and one John

A. Armstrong entered into certain Co-partnership articles of that date, a copy whereof is hereto attached and marked exhibit "D." and made a part of this instrument. And whereas afterwards on the 30th day of December A.D. 1871 the said William B. Browncomb did bargain, sell, assign transfer and set over unto the said James J. Hill and Chauncey W. Griggs all and singular his right, title, claim & interest of every kind, in and to the Co-partnership assets, property and business of the said firm of "Hill, Griggs & Co." and withdrew from said firm; and also in & to the Co-partnership assets, property & business of the said Co-partnership so constituted under the said articles dated August 20th 1869 between the said John A. Armstrong, James J. Hill, Chauncey W. Griggs and William B. Browncomb, and marked Exhibit "D"; and also in and to the Co-partnership assets, property and business of the said firm of "Hill Griggs & Co. R.R. business" under the said articles marked Exhibit "B."; and also in and to the articles of agreement between the said Hill, Griggs & Co. of the one part and one Alexander Griggs of the other part marked Exhibit "C." & ~~into~~ in and to the Steamboat & property therein described & the business

therein referred to;

And the said James J. Hill and Chauncey W. Griggs being now the sole owners of the said Copartnership assets, property and business, and having so purchased the interest of the said Newcomb with the intent and purpose of continuing business under the said respective agreements in writing, marked respectively "A", "B", "C", "D", under the same firm name of "Hill Griggs & Co.", but, by a subsequent arrangement the said George Tucker having been admitted as a partner in the future business of said firm of "Hill, Griggs & Co.",

Therefore the parties aforesaid have agreed to the following articles of Copartnership:

Art. I The said James J. Hill, Chauncey W. Griggs and George Tucker do hereby form a Copartnership under the firm name and style of Hill, Griggs & Co. "

Art. II The said firm will carry on a general business in wood, brick and coal, and a general Commission business, at the City of Saint Paul and elsewhere in Minnesota; They will also continue business ~~in their will~~ ~~also continue business~~ with the said D.C. Kinsey under the said agreement Exhibit "B" under the said firm name of "Hill Griggs & Co. R.R. business" and with the said Alexander Griggs under the said agreement Exhibit "C";

Art. III The Cash Capital of said Copartnership shall be sixty thousand dollars, and may be increased at the will of the partners; The said Hill and Griggs shall each furnish twenty five thousand dollars & the said Acker ten thousand dollars of said Capital; but ~~if~~ said ~~Acker~~ ^{if he} may, ~~prefer to~~ put in but three thousand dollars of said Capital, but in such case must allow interest at the rate of twelve percent per annum on the deficiency; and each partner shall be allowed interest on any excess of his proportionate amount of said Cash Capital, that he may be allowed or required to put in, at the rate of twelve percent per annum, and for the purpose of convenience in keeping said interest account, each partner shall be allowed interest on all the cash capital he may put into said firm at the rate of twelve percent per annum.

Either partner having in said Partnership more than his proportion of Capital under this article, may, at any time, draw out such surplus of Capital on giving to the firm three months notice of his intention so to do.

Art. IV The said James J. Hill and Chauncey H. Griggs shall have each five twelfths

interest in the said Copartnership, and the said George Acker shall have two twelfths interest therein, and the profits and losses shall ^{be} shared by the partners in proportion to their said respective interests.

Art. V The partners shall all devote their whole time & services to the business of said Copartnership. No salaries shall be allowed, nor shall either partner draw out of the Copartnership to exceed the sum of two thousand dollars in any one year.

Art. VI Neither partner shall use the firm name except in the legitimate business of the firm, nor shall either or any of said partners make any contract or engagement as surety for any third person, of any kind or nature.

Art. VII The copartnership hereby formed shall commence on the first day of January A.D. 1872, and shall continue for the term of three years thereafter.

Witness
Geo. A. Goodrich
W. J. Smith

James J. Hill
Chauncy W. Briggs
George I. Acker

Partnership
Articles of
Hill Griggs & Co

Exhibit "A"

Articles of Copartnership entered into this 20th day of August in the year of our Lord one thousand eight hundred and ~~fifty nine~~ sixty nine, between James J. Hill, Leamoy W. Griggs and William B. Newcomb, all of the City of Saint Paul in the State of Minnesota, as follows viz:

Art. I The said parties do hereby constitute themselves a co-partnership firm, under the firm name and style of "Hill, Griggs & Co."

Art. III The said firm are to succeed to the ~~rights~~ business, rights and interest of the late firm of "Jas. J. Hill & Co" under a certain contract between the First Division of the Saint Paul and Pacific Rail Road Company of the one part and the said James J. Hill & Co of the other part, the said James J. Hill having purchased the interest of his co-partner, E. S. Litchfield in the said contract & hereby putting the same into said firm, although it is expected that the said contract will be superseded by a new contract to substantially the same effect, between said Rail Road

company of the one part and said
"Hill, Briggs & Co" of the other part.

The said firm shall also carry
on a general business in Wood, Brick
Coal and a general Commission
business at the City of Saint Paul and
elsewhere in Minnesota.

Art III.

The Cash Capital of said Co=
partnership shall be thirty thousand dollars
and the same may be increased at the
will of the partners & the same is to be
furnished by said partners in equal
proportions, but each partner shall be
allowed interest on any excess of his
proportionate amount of said cash
capital that he may be required or
allowed to put in, at the rate of
ten per cent per annum, and for
the purpose of convenience in keeping
~~in~~ said interest account, each
partner shall be allowed interest on
all the cash capital he may so put
into said firm at the rate of ten
per cent per annum.

Art IV

All the partners are expected to
devote their time and services to
the business of said firm but no
salaries shall be allowed.

Art. V Neither partner shall use the firm name except in the legitimate business of the firm, nor shall either or any of said partners make any contract or engagement as surety for any third party, of any kind or nature whatever, during the continuance of said copartnership.

Art. VI This copartnership shall continue for the term of five years from the first day of Sept. A.D. 1869.

James J. Hill
Chauncey W. Griggs
Wm B. Newcomb.

Exhibit "B"

Articles of copartnership entered into this second day of August A.D. 1870 between the firm of Hill, Griggs & Co., a copartnership firm composed of James J. Hill, Chauncey W. Griggs and Wm B. Newcomb and doing business in the city of Saint Paul in the State of Minnesota, and DeWitt C. Kinsey of Saint Paul aforesaid, witnesseth:

Art. I. The said Hill, Griggs & Co. and the said Kinsey do hereby form a partnership under the firm name and style of

"Hill, Gigg & Co. R. R. business" for the purpose of carrying on a merchandising and transportation business on the Red River of the North.

Art. II. The said Hill, Gigg & Co. are to have five sixths and the said Kinsey one sixth interest in said business and shall share in the profits and losses in said proportions respectively.

Art. III. The said Kinsey shall put into said business a cash Capital of two thousand dollars and the said Hill, Gigg & Co. shall put into the business all further capital that said business may require. An interest account shall be kept and each party to said partnership shall be allowed interest on all cash capital put in, at the usual Bank rates in Saint Paul.

Art. IV. The said Kinsey shall give his whole time and attention to said business & the said Hill, Gigg & Co. shall devote to said business so much time and attention as may be necessary to make all purchases of goods and to do all other things that may be required to further the interests of said business. No salaries shall be allowed.

Art. V. The firm name shall not be used

by either parties in any matters outside of the legitimate business of said co-partnership.

Witness our hands the day & year first above written.

Hill, Griggs & Co.

Dewitt Co. Kinsey.

The undersigned members of the firm of Hill, Griggs & Co. hereby assent to & ratify the foregoing articles.

James J. Hill
Wm B. Newcomb
Chauncey W. Griggs.

Exhibit "C"

Memorandum of agreement between Hill, Griggs & Co of Saint Paul County of Ramsey and State of Minnesota and Alexander Griggs of the Town of Henderson, County of Sibley and State of Minnesota, Witnesseth:

That the parties to this agreement have during the past fall and winter been engaged in building a Steamboat at McLean-Cuyville in the County of Wilkin and State of Minnesota aforesaid, and that the ownership of said Steamboat

shall be vested in the parties to this agreement as follows. Five sixths of the boat shall belong to the parties of the first part, and one sixth shall belong to the party of the second part, and the profit and losses, incurred in running said steamboat shall be divided as above according to ownership.

It is further agreed that the said parties of the first part shall pay or cause to be paid, five sixths of the cost of the building and Equipping said steamboat, and that the party of the second part shall or cause to be paid, one sixth of the cost of building and Equipping said Steamboat.

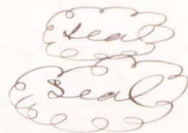
It is mutually agreed that the said steamboat shall be run during the season of navigation upon the Red River of the North, and that all rates or tariffs for the conveyance of freight or passengers on said boat, and all regulations as regards the operations of said steamboat, shall be controlled by the parties to this agreement according to their share or ownership of

said boat, and any money, or moneys, furnished by the parties of the first part, for the purpose of building or operating said boat or advancing on freight to be transported by said boat over and above their five sixths of the cost of said steamboat, they, the parties of the first part, shall be paid interest on such money advanced at the rate of twelve percent per annum.

It is mutually agreed by the parties hereto that the cost of building and equipping said steamboat, shall be paid by the parties as the work progresses, and that when the work is completed, each party shall pay, or cause to be paid, the full amount of their share or ownership as heretofore stated.

In witness whereof we have hereunto set our hand and affixed our seals this twentieth day of February A.D. 1871.

Will. Gigg Sec
Wm Gigg



Witness

E. H. Dickinson

Chas. A. Lamarche.

Exhibit - "D"

Articles of copartnership between James J. Hill, Chauncy M. Grigg, William B. Newcomb and John A. Armstrong entered into this 26th day of August, A.D. 1869, witnesses:

I The parties above named have formed a copartnership to carry on the wood business at Saint Paul, Saint Anthony, Minneapolis and elsewhere in Minnesota as may be deemed advisable.

The said business may be done in the name of "Hill, Grigg & Co" or of "John A. Armstrong" either or both as may be found convenient.

II The said James J. Hill, Chauncy M. Grigg & William B. Newcomb, constituting the firm of Hill, Grigg & Co. under articles of copartnership bearing date Aug 20th 1869, having a certain contract with the First Division of the Saint Paul & Pacific Rail Road Company, bearing date August 21, 1869, for the transportation of wood over the line of its road at certain agreed prices, rates and on certain terms and

Therein specified; and the said John A. Armstrong also having a certain other Contract with the same Railroad Company, bearing date the said 2nd day of August, 1869, for the transportation of wood, in ~~general~~ general tenor and effect like the said first named contract, and which said contracts are in writing and hereby referred to as a part of this instrument, it is mutually agreed between the holders of said contracts respectively that the same shall enure to the benefit of said firm and the same are hereby put into the copartnership hereby formed, & this firm hereby assumes all liabilities and shall have all the benefits of said contracts and each of them, the same being from this time copartnership assets and property.

III. Each partner shall be allowed interest on the capital put into said firm at the rate of ten per cent. per annum.

IV. The profits of the concern subject



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