

GENERAL CORRESPONDENCE

1892 JUNE 8-10

FOLDER NO.

JAMES J. HILL PAPERS

PLEASE RETAIN  
ORIGINAL ORDER



# Great Northern Railway

*Great Northern Railway*

*Montana Central Railway*

*Willmar and Four Forks Railway*

*Duluth, Watertown and Pacific Railway*

*A. L. Mehler,*  
*General Manager*

Shipments: Shipment of horses for Mr. J. J. Hill:-

St. Paul, Minn., June 8th 1892.


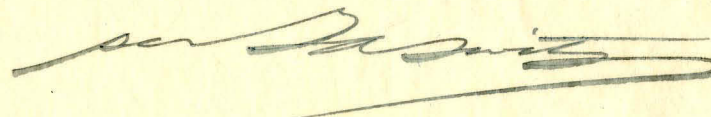
Mr. W. A. Stephens,

Room #57 - Building.

Dear Sir:-

Have arranged for shipment of President Hill's carriage horses as per your favor of even date.

Yours truly,

SAFE DEPOSIT VAULT DEPARTMENT  
OF THE  
NATIONAL GERMAN AMERICAN BANK.  
CAPITAL, \$2,000,000.  
A. H. CATHCART,  
MANAGER.

St. Paul, Minn., June 8<sup>th</sup> 1892

J. J. Hill Esq

Dear Sir

I have an only sister living in Toronto, a great invalid, who I am caring for and who I have not seen for a number of years. I want so much to see her this summer (next month) but do not feel able to incur the expense.

Could you consistently give me a pass to Toronto and back for old acquaintance sake?, I know this is asking a great deal, but I would ever appreciate it as a mark of great kindness,

Sincerely Yours

A. H. Cathcart



GREAT NORTHERN RAILWAY COMPANY.

40-42 WALL STREET,  
NEW YORK.

P. O. Box 756.

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June 5<sup>th</sup> 1892.

James J. Hill Esq,

President.

St Paul, Minn.

Dear Sir:

Mr Kennedy has shown me the letter of  
Hon: N. R. Rigblow, dated April 13<sup>th</sup> 1892, addressed to  
you, on the subject of exchanging St. P. & M. R. Ry Co's  
First Mortgage 7% Bonds for that Company's Consolidated  
Mortgage 4 1/2 %.

Mr Kennedy is entirely satisfied with the opinions  
expressed in this letter as far as they go, but desires to  
have certain points, which I will explain, more clearly  
defined.

Judge Rigblow's letter (on page 8, I think, having  
only a copy of the letter before me) there is a clause as  
follows: "Upon the exchange of one of these bonds as  
proposed, the bond exchanged shall be a part of  
"the debt for the payment or redemption of which the  
"trust fund is held; it has been paid, extinguished  
"and the trustees must so treat it; they have no right  
"after that to use or retain trust funds for the purchase

[See letter from E. T. Nichols to T. J. H. Wren, June 8, 1892 in 2nd of papers sent to President]



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"or redemption of that bond, but must apply those funds,  
 "and the whole of them to the purchase and redemption of  
 "the outstanding bonds of the issue: and from the out-  
 "standing bonds alone determine by lot which shall  
 "be redeemed at given periods, until the whole issue  
 "shall have been retired."

I can most easily state Mr. Summery's case and why  
 he desires more specific information as to what Judge Rice  
 low means by the words "one of these bonds" which I have  
 underscored, by reciting the recent history of the First  
 Mortgage.

1. At the beginning of this fiscal year there were  
 \$4,000,000. First mortgage bonds outstanding, none of which  
 had been designated by the Trustee for redemption.
2. February 3<sup>rd</sup> 1892, the Trustee, having funds in hand,  
 designated \$500,000. of these \$4,000,000<sup>bonds</sup> for redemption.
3. About April 1. 1892, the A. & M. W. Ryler issued  
 its letter offering to exchange First mortgage bonds for  
 Consols, making the offer open to all First mortgage  
 bonds whether designated by the Trustee for redemption



D.

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or not, the St. P. M. Vell. Ry Co. believing that it had the right to make the offer to all the bonds.

4. April 7<sup>th</sup> 1892, the Trustee, again having funds in hand, designated a further amount of \$350,000. bonds for redemption.

5. The St. P. M. Vell. Ry Co. acting upon its circular mentioned above and at the request of the holders of certain of its First Mortgage bonds has received and Cancelled certain of said First Mortgage bonds and has issued a like amount of Consolidated 4 1/2 % bonds in lieu thereof.

Of the First Mortgage bonds so Cancelled a portion were bonds designated Feb'y 3, 1892, by the Trustee, for redemption, a portion were bonds designated April 7, 1892, and the balance were bonds which have never yet been designated by the Trustee. Regarding the latter bonds the Trustee clearly understand Judge Bigelow's language quoted above. They are dead bonds and in any future drawings of bonds for redemption must be so treated.

It is regarding the bonds of the drawings of Feb'y 3/92 and April 7<sup>th</sup> 92 that the Trustee desire the opinion



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to be stated more definitely.

As I understand the Trustees' position they feel that having once designated a bond by number for redemption the money in their hands is, as it were, earmarked with that number and must be held by them to pay that identical bond and that they must hold that money until that particular bond is presented to them ~~for~~ redemption, and that even though proof of the cancellation of that bond by the Company is presented to them they must still hold that money for the benefit of that bond.

The Company believes that it has the right to take up and cancel any of its First Mortgage bonds in any manner acceptable to their holders; that upon so cancelling any of its First Mortgage bonds it should notify the Trustees (which it has done); that if any of the bonds so cancelled by it happens to have been a bond designated by the Trustees for redemption, the cancellation of such a bond by the Company is a perfect and sufficient redemption ~~thereby~~ and naturally and necessarily relieves the Trustees from the obligation to care for it and releases the money set apart by the Trustees to redeem that bond and causes such



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money to revert to the general trust fund belonging to the First mortgage, to be applied as the mortgage prescribes.

The Trustees' would be pleased to have Judge Bigelow's opinion on this point. If he sustains their view there is nothing more to be said. ~~But~~ on the contrary, he holds to the Company's view, as expressed above, they desire to know whether it is necessary that the holder of a <sup>First mortgage</sup> bond designated by the Trustees for redemption, who may surrender that bond to the Company in exchange for a Consolidated mortgage bond, should execute a release of the claim of his bond for the money set apart by the Trustees to redeem it.

As a matter of fact it would be impossible for us to obtain such a release from the holders of many of the bonds which were surrendered as we kept no record of their names.

If such a release is necessary could not the Manitoba Coy as the final holder of the bonds, and being <sup>Trustee</sup> subrogated in all the rights of previous holders, itself execute such a release.

As a matter of fact would not the display of the cancelled First mortgage bonds to the Trustees together with



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## GREAT NORTHERN RAILWAY COMPANY.

40-42 WALL STREET,

P. O. Box 756.

NEW YORK.

documentary evidence of their being cancelled by the Company be sufficient protection to the Trustees?

Mr Kennedy has gone to San Harbor for the summer but will be glad to have this matter cleared up so that there may be nothing in the way of the Trustees taking any action that may seem desirable during the summer or early autumn.

Yours very truly  
Chas. F. Nichols  
Secy





Quotations subject to  
Market Changes.

# Barclay Manufacturing Co.

Daily capacity 350 Bbls.

Brands:  
Red River, For Baker's use.  
Orange, For Family use.  
Sunshine, Patent.  
Crown Point, Straight.

*do*  
Fergus Falls, Minn June 9 1892

W. A. Stevens Esq

St Paul Minn

Dear Sir. Yours 8<sup>th</sup> We wish you  
to understand we are not the ones  
'gubbling' you are accusing<sup>us</sup> of  
doing just what you are;  
We have been lease & lessor of many  
mills & we know our position is correct  
& we will not pay for anything  
we have not had.

We have your check \$10<sup>00</sup> also our check  
that you returned we will return  
them to you whenever you are willing  
to accept them. We are entitled to \$25<sup>00</sup>  
per day damages for the time we were without  
the mill & had we not used great care it  
would have cost in the hundreds to repair the  
wheels.

Yours Truly  
W. A. Barclay



C. A. BROADWATER

HELENA, MONTANA,

June 9. 1892.

James Hill Esq  
Saint Paul,  
Dear Mr Hill:-

Mrs Broadwater is not yet convinced that she can conscientiously qualify on the bond for a large sum, her father, Judge Chinnare, entertains the same view of it, says it is simply a matter of conscience, but he does not see how she can qualify for more than \$10,000. at the outside, unless she would renounce the will, take what the law allows her & thus place herself in position to qualify in a large sum, she would then own her portion of the estate, not merely have a life interest in it.

I transmit you herewith the bond, signed by me, & after Mr McCulloch's interview with Mrs Broadwater, he will probably return tomorrow, with your result.  
Yours very truly  
Robt McCulloch



IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT  
OF THE STATE OF MONTANA,

IN AND FOR THE COUNTY OF LEWIS AND CLARKE.

KNOW ALL MEN BY THESE PRESENTS,

That we, Robert L. McCulloch as principal, and

sureties, are held and firmly bound to the State of Montana in the sum of One million  
Dollars, lawful money of the  
United States of America, to be paid to the said State of Montana  
for which payment, well and truly made, we bind ourselves, our and each of our heirs, executors and  
administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this \_\_\_\_\_ day of \_\_\_\_\_ 18 92

THE CONDITION of the above obligation is such, that whereas, by an order of the District Court of  
the County of Lewis and Clarke, State of Montana, duly made and entered on the  
day of \_\_\_\_\_ 1892, the above bounden Robert L. McCulloch  
was appointed executor of the estate of Charles A. Broadwater  
deceased, and letters testamentary  
were directed to be issued to him upon his executing a bond according to  
law in said sum of One million Dollars.

NOW, THEREFORE, If the said

as such executor

shall faithfully execute the duties of the trust according to law, then this obligation to be void, otherwise to  
remain in full force and effect.

Signed, Sealed and Delivered in Presence of

Robert L. McCulloch

Seal

Seal

Seal

STATE OF MONTANA,

County of Lewis and Clarke.

ss.

the sureties named in the above bond, being duly sworn, each for himself says, that he is a  
holder \_\_\_\_\_ and resident within said \_\_\_\_\_  
and is worth the said sum of \_\_\_\_\_  
Dollars \_\_\_\_\_

over and above all his debts and liabilities, exclusive of property exempt from execution.

Subscribed and sworn to before me, this

day of

18 \_\_\_\_\_



AGENTS FOR THE  
WORKS ISSUED BY THE UNIVERSITIES  
OF OXFORD AND CAMBRIDGE,  
AND FOR THE PUBLICATIONS OF  
MESSRS. GEORGE BELL & SONS,  
WHITTAKER & CO.  
AND THE BOHN LIBRARIES.

MACMILLAN & CO.,

PUBLISHERS,

112 FOURTH AVENUE,

New York, June 10 1892

Dear Sir,

We are herewith mailing you our catalogues of publications and we shall esteem it a favour if you will examine them and be good enough to order any of the works you may require for your library. We beg to call your special attention to "Stephens Biographical Dictionary" and "Bohn's Libraries" which we shall be happy to supply on very favourable terms.

Yours truly  
Macmillan & Co.



St. Paul, Minn.,

June 10 1892.

To

Jas. J. Hill  
of St. Stephens  
St Paul, Minn.

Please take notice that a certain note  
made by J. Aberle & Co.

dated at St Paul April 11 1892

payable 60 days after date without  
grace  
to the order of Herman Scheffer Cashr  
for One Thousand DOLLARS,

with  
at Commercial Bank  
endorsed by Commercial Bank of  
St Paul and by you,

has this day been duly presented by me for payment  
and payment duly demanded and refused.

Whereupon I **DULY PROTESTED** said note  
for non-payment and the holders look to you for the payment thereof,  
with damages, interest and costs.

Yours respectfully,

A. S. Ayresworth  
Notary Public, Ramsey Co., Minn.

✓ Protested by request of the MERCHANTS NATIONAL BANK, of St. Paul, Minn.



OFFICE OF THE SECRETARY  
Ancient Landmark Lodge, No. 5,

A. F. & A. M.



*St. Paul, Minn., June 10, 1892.*

*Brother: You are hereby SUMMONED to attend the next Stated Communication of this Lodge to be held in Masonic Hall, Thursday evening, June 23, 1892. Business:--Amendment to the By-Laws, Election of Officers, Payment of Annual Dues, which are payable in advance.*

*If impossible to attend, a note to that effect should be sent to the W. M., care of the Secretary, that it may be recorded.*

*By order of the W. M.*

*M. T. EMERY, Secretary,*

*115 East Fourth Street.*





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