

DAILY AND SUNDAY, \$7.50
DAILY ONLY, - - 6.00
SUNDAY, - - - 1.50
WEEKLY, - - - 1.00

DAILY, SUNDAY AND WEEKLY.

THE ARGUS

Fargo, November 18, 1892.

W. A. Stephens, St. Paul.

Dear Sir: Enclosed find statement of indebtedness and resources of The Argus on Oct. 31st, 1892.

Between now and Dec. 1st I will have the following liabilities to meet:

One car print paper bought Sept. 1st,	\$811.00
Rent, (to Jan. 1st, 1893),	333.33
Two weekly pay-rolls (about)	900.00
Bank account now overdrawn,	413.55
Total,	<u>\$2457.88</u>

Collections for the next two weeks will be very small. I will have to draw for \$2,000 between now and Dec. 1st. I will draw for \$1,000 on Monday next, and ^{\$1,000 on} Nov. 28th. If I draw Monday the draft will reach you on Tuesday, 22nd, and the next one ^{on} the 29th. The last draft made on you was on Oct. 3rd, for \$500. No draft was made during September.

Very truly yours,

Geo. K. Shaw.

Room 57.
GREAT NORTHERN RAILWAY BUILDING,
SAINT PAUL.

November 18th, 1892.

Mr. James J. Hill,

New York, N. Y.

My dear Sir:-

In re suit of Accumulator Company.

As I understand it, the terms of payment for the storage battery cells were, one-half upon receipt of all the cells; the balance when all said cells had been set up. One-half the consideration for the batteries was paid the Accumulator Company on receipt of the cells; the other half remains unpaid. In July last I communicated with the Accumulator Company with the view of obtaining from them a bond sufficient to protect you against any claims for infringements of patents by other parties whom I learned were successful against them in certain litigation which had been in progress for years. Some two months afterwards I received a reply from the Accumulator Company saying they refused to furnish the desired bond, claiming they were not called upon to do so. Accompanying this letter was one from their attorneys saying that the bill had been placed in the hands of the latter for collection. I thereupon had Mr. Eller correspond with the attorneys of the Accumulator Company, explaining your position in the matter, and setting forth

J.J.H.2.

that you had no desire to withhold payment when due; but simply wished to be secured against infringements claims, etc. Reply from said attorneys to that letter was received Saturday last; and in the meantime we received from you summons served upon you in New York.

On receipt of the summons Mr. Eller and I went over the whole ground very carefully, and he found more than one decision right in line with this case; and Eller's conclusion was that, unless Mr. Hood, at the time you placed the order with him for the cells, promised on behalf of the Accumulator Company, to furnish on your demand, a bond or other surety to protect you against claims for infringements, we had no defence to set up against payment of the balance of the account: that while that portion of the cells installed at Summit Avenue power-house has not received a practical test we could not claim the whole number of jars had not been set up. Furthermore, Roy, the expert hired by the St. Paul firm to install the batteries, was, and I think now is, an employee of the Accumulator Company; and he left here last April - upon the completion of his labors.

I have made this statement very full to show you how the case stands exactly. Of course the Accumulator Company are liable for any damage you may suffer hereafter through infringements of patents in connection with the batteries; but, as yet, you have suffered no damage of this character; and unless said Company agreed to give a bond we can not withhold payment of balance of their account because they refuse to furnish it. I

J.J.H.3.

would like to have had the bond before parting with the money, but I can not see how we can avoid making payment. I wired you to-day as no reply had yet been received to my telegram of the 16th; and that if I do not hear from you tomorrow (Saturday) to the contrary, would settle the account and have the suit withdrawn.

All the members of your family here are well, and matters at your house appear to go along smoothly and harmoniously.

Yours very respectfully,

J. C. Stephens

copy Mrs.

Nov. 18th 1892

My Dear Mr Hill.

The more I
try & push the Belleville
boilers the better I like it.

I find it for safety, economy
& lightness way ahead of all
the other boilers I have compared
it with. I send you copy
of what I wrote you to St.

Paul Thursday it may catch
you here. If you can see
Mr. W. W. Durant (45 Wall St.)

whose father was a Pacific
contractor & who has been
visiting me with his Yacht
Utowana he will I think tell
you that he is likely to change

his Boilers for the Belleville if
not too late in the season.

He has tried his boat under
steam along side of my Wild
Duck & he & his Engineer hold
up both hands for the Duchie
boilers over his

Yours Very Truly
signed J. M. Forbes

Copy of letter sent to New York.

INVESTMENTS FOR INCOME—NOT FOR SPECULATION.

BONDS,
BANK STOCKS,
COMMERCIAL PAPER,
MINNEAPOLIS
MORTGAGES.

Office of
Geo. W. Jenks,
Investment Banker,
Ground Floor, Loan and Trust Bldg.

MEMBER of the STOCK EXCHANGE
of MINNESOTA.

References :
Any Bank or Financial Institution
in Minneapolis.

* * *

Minneapolis, Minn. Nov. 18th, 1892.

James J. Hill,
St. Paul, Minn.

Dear Sir:-

I have One Hundred Shares of Bank of Minneapolis Stock left in my hands for the best offer- if sold immediately. Are you prepared to make a bid for the whole, or any part of the same?

The last sale of this Stock was made at \$115 per share- sale made in open market at the Stock Exchange in Minneapolis.

This stock is always in good demand, and a favorite in the Market.

Owing to the prosperous condition of the Bank, and the fact that the time for a 4 per cent dividend is almost here- this is an exceptionally good time to buy.

An early reply will oblige,

Yours truly,

(Dictated to H.)

Geo. W. Jenks
Per M.

THE WESTERN UNION TELEGRAPH COMPANY.**21,000 OFFICES IN AMERICA. CABLE SERVICE TO ALL THE WORLD.**

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This is an **UNREPEATED MESSAGE**, and is delivered by request of the sender, under the conditions named above.

THOS. T. ECKERT, General Manager.

NORVIN GREEN, President.

NUMBER	SENT BY	REC'D BY	CHECK
188Ch	A	A 2904	

RECEIVED at St. Paul, Minn.

5:00 P. Standard Time

Nov 18th 1892

Dated New York 17

To W A Stephens

Room 57 GNBldg

I know nothing about accumulator matter except contracts you have covering them & can give you no information if matter is as you state why did you delay payment.

J. J. Hill



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