

GENERAL CORRESPONDENCE

1878 FEB m.d, 2-19

FOLDER NO.

10-20

JAMES J. HILL PAPERS

PLEASE RETAIN
ORIGINAL ORDER

[February 1876] 94

Form No. 1.

THE WESTERN UNION TELEGRAPH COMPANY.

No.

0753

This Company THE WESTERN UNION TELEGRAPH COMPANY, which have been assigned to by the sender of the following message. Every one is required to pay for repeating a message back to the sending station for completion, and the Company will not hold itself liable for any delay in transmission or delivery of the message. This message is an UNREPEATED MESSAGE and is delivered by request of the sender under the conditions named above.

A. B. BREWER, Sec'y.

WILLIAM ORTON, Pres't.

St Raul Menu *Rec'd at Western Union Building,*
BROADWAY AND DEY STREET.

Mr Jno S Kennedy & Son 1878

41 Cedar *NY*

*Visible wire watch lame
Intrigue Contradicting early to
Secure repeal Lemon Clause &
Confeiture July base act last
year If action Vocalist delay*

READ THE NOTICE AT THE TOP.

[FEB. 77]

Blank No. 1.

THE WESTERN UNION TELEGRAPH COMPANY.

No. _____

This Company TRANSMITS and DELIVERS messages only on conditions, limiting its liability, which have been assented to by the sender of the following message.
Errors can be corrected against by repeating a message back to the sending station for comparison, and the Company will not hold itself liable for errors in transmission or delivery of INTERCEPTED messages.
This message is an UNREPEATED MESSAGE and is delivered by request of the sender under the conditions named above.

A. R. BREWER, Sec'y.

WILLIAM ORTON, Pres't.

Dated, _____ 2 _____

Received at Western Union Building,
BROADWAY AND DEY STREET.

To _____ 1878

confidel proper course

Geo J. Will

*He paid in Chgo
fma*

READ THE NOTICE AT THE TOP.

Geo L. Becker as advised by cable of E.D. Litchfield
 Result of association is uncertain
~~you can make announcement~~ we need proper authority
 for contradicting early, to secure usual de Baffin 76
 Clause and forfeiture July 1st last year ~~Committee~~
 If action of Committee delayed what is your
 opinion as to proper course?

8 June 11
 P. H. H. H.

Nov 99

July, 1877 - Feb. 1878

First Division Saint Paul & Pacific Railroad.

MORTGAGE TRUSTEES IN POSSESSION.

GENERAL MANAGER'S OFFICE.

St. Paul, _____ 187

1st Div. Main Line.

Month	Gross Earnings	Expenses of Oper.	Total Operating Expenses	Net Gain	Net Loss
1877					
July	79,559.79	12,124.10	27,175.07	23,847.2	
August	79,381.15	8,415.52	21,918.88	74,623.0	
September	42,282.43	3,388.79	22,862.08	19,420.35	
October	58,305.91	5,846.72	26,749.84	31,556.07	
November	51,922.68	15,991.11	37,033.69	14,888.99	
December	33,376.18	14,667.12	34,251.08		87,490
1878					
January	30,266.18	3,324.85	20,630.04	9,636.14	
Approximately					
February	33,500.00	3,000.00	20,000.00	13,500.00	
Total	308,594.35	66,758.21	210,620.68	98,848.57	87,490

First Division Saint Paul & Pacific Railroad.

MORTGAGE TRUSTEES IN POSSESSION.

GENERAL MANAGER'S OFFICE.

St. Paul, _____ 187

Branch Line

Months	Income	Repairs of Track	Total Operating Expenses	Net Gain	Net Loss
1877					
July	1986175	652992	1696806	789369	
August	2021374	680189	1475102	546272	
September	2491012	172624	1165936	1325076	
October	2871652	229880	1146290	1725362	
November	3405353	224431	1295888	2109465	
December	2898553	166233	1353328	1545225	
1878					
January	2249244	177280	1087352	1211892	
(Approximate)					
February	2500000	150000	1060000	1440000	
Total	20473363	2453729	10280702	10192661	

First Division Saint Paul & Pacific Railroad.

MORTGAGE TRUSTEES IN POSSESSION.

GENERAL MANAGER'S OFFICE.

St. Paul, _____ 187

2^d Div. Maint Line

Months	Gross Earnings	Repairs of Track	Total Operating Expenses	Net Gain	Net Loss
1877					
July	333546	113845	249707	83819	
August	395770	103663	253566	142204	
September	324589	116853	297585	27004	
October	629080	108448	394112	234968	
November	656550	234851	510112	146438	
December	373314	85253	320437	52877	
1878					
January	308885	88763	274847	34038	
Approximate					
February	370000	79500	250000	120000	
Total	3391714	931176	2550366	841348	

St Paul Feb 2nd 1878

Mr J. S. Kennedy & Co
41 Cedar St N.Y.
Gentlemen

Enclosed please find ratification and assent on part of myself and Mr Kitter, to the modifications proposed by Messrs Stephens and Smith in their letter to you of date Jan 29th, to the offer made by them and us of date Jan 5th to the Dutch Committee for purchase of bonds of the St Paul & Pacific R.R. which please attach to Messrs Stephens and Smiths letter of Jan 29th

In case of the acceptance of the offer of Jan 5th as modified by these letters, I would suggest that additional articles embodying the proposed change should be made and attached to the contract by the Committee or their lawyers in Holland and signed by them there before returning the papers to you, if there is no objection, as this would save valuable time — Today I requested

2
J.C. Hill

[2-2-78]

you by telegraph to give us anything of importance from the Committee

Messrs Stephen and Smith left here for home today arriving in Montreal Tuesday A.M. They have secured in tangible form a very satisfactory arrangement regarding the Canadian Pacific Branch St Vincent to Winnipeg -

There is a bill prepared by Becker and Deland (we suppose in the interests of the Nor Pac) to declare the line and land grant from Brookston to St Vincent forfeited as was done on the Prairied Line last year

We were told by the N.P. people that ^{they} would deal fairly in the event of our purchasing the bonds, but I hardly think they deceived us any -

Messrs Stephen and Smith say we must have the line finished to St Vincent by Sept 1st if offer is accepted

I have just read copy of the testimony regarding land contest with Nor. Pac, and Mr. Ols seems to think they are making some strong points in law if not in equity

It may be necessary to take some testimony regarding the representations made when the \$15,000,000. bonds were issued in Holland -

I have the honor to be
very truly yours Jas. C. Hill

Copy

The Norman W Kitterton and James J Hill
do hereby ratify and confirm on our part
the changes and modifications proposed in the
letter of George Stephen & Donald C Smith
to John S Kennedy & Co dated Montreal
Jan'y 29. 1878 to the proposed contract for
the purchase of the Dutch Committee of
them holding of Bonds of the St Paul
and Pacific Rail Road Company & The
First Division of the St Paul and Pacific
Rail Road Company and the Stock of
the Beckenridge Furness Ltd (so called)
which proposal is dated January 5. 1878
and we do hereby assent to and bind
ourselves to such proposed changes and
modifications, if accepted to the same
extent as if we had each signed said
letter of January 29th in person
Witness our hands this 2^d day of February
A.D. 1878

Norman W Kitterton

(Signed)
(Signed)by his attorney at
law
G. B. Loring
James J Hill

103
St Paul Feb 6th 1878

George Stephen Esq

Montreal

My dear Sir -

Herewith I beg to enclose
your letter from Mess Kennedy & Co in which they
say they have taken the liberty to assure the Committee
that the interest on the East of the Breckenridge
Barnes Line would be paid with the other interest
&c I can see how the Committee would expect
that - as that money is raised separately on the
Committees guarantee and the Line much more
than pays the interest. I have had an interview
with Mr Farley and have no doubt we can arrange
to have the Extension Line leased by the Barnes
& Co and in that way secure to ourselves a large
part of the money now going to the trustees - will
write you details in day or so. Mr Thompson is
at work on his bill and I expect it tomorrow.
 Hoping you will see no objection to Mess Kennedy
action I am very truly Yours Jas. H. Hill

Feb. 17, 1878

[Blank No. 1.]

The North Western Telegraph Co.

The rules of this Company require that all messages received for transmission shall be written on the message blanks of the Company, under and subject to the conditions printed hereon, which conditions have been agreed to by the sender of the following message.

C. H. HARRIS, Sec'y.

J. O. SIMMONS, President.

KEWING, Wis.

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123
Farley vs. Kitten
Defendants Exhibit 123
L.B. Richardson, Commissioner

St Paul Feb 8th 1878

George Stephen Esq
Montreal
Canada

96

My dear Sir

Enclosed please find

"Pro note on demand order Bank of
Montreal for (\$280,000⁰⁰) Two hundred
and eighty thousand dollars signed by
N.W. Kitten by Atty and myself as per
your telegram received last night

We hope nothing will occur now
to prevent the Dutchman carrying out their
part of it — He heard from
Mr Kitten yesterday — his health is much
better than it was — With kind regards
to Mr Smith I am

Very truly yours

James H. Wells

25 ST. HELEN STREET,

Montreal, 12 Feb 1878

My
Dear Sir

The inclosed is
Kennedy's letter about
the way of securing
the agreement which
ought to have gone
with my letter of ²⁰ today.
You may send it
back with the other.

Yours of 8th recd.
with inclosure.

The note should have
been made payable
in New York. but
that does not matter
much, except that it
may involve an
outlay for stamps.

I think you may take
it for granted that the
Dutchman will take
our offer of Bonds at
par, with Prof. Stock,

and as I said yesterday
you may safely expect
to be sending yourself
accompanying.

I am glad to hear
that W. K. Brown is
better. W. K. M. is
quite well & will be
in Ottawa with me
this week. I shall
be in Nova Scotia
next week after

that we may have to
go down to New York

Yours &c

Edw Thompson

L. J. Hill Esq

PS Have just sent
you a wire to Mr

Wm Thompson

Edw

Defendants' Exhibit 124-
Farley vs. Kitterton
L.P. Richardson
Commissioner

St Paul Feb 13th 1878

My dear Mr Stephen

Your despatch of yesterday received just after I had been with Mr Thompson trying to fix the sum of his compensation and I at once returned to him - The most I could get out of him was that he wanted to have the amount entirely satisfactory, and that he would make it so, that it was for services covering a long period of time, and he desired to refresh his memory as to just what he had done &c and concluded by saying that upon Mr Kitterton's return (which we suppose will be about the 25th inst) he would sit down with us and make it all satisfactory - All of which I put into Telegram to you as follows -
"Thompson not fixed amount says it will be satisfactory Asks delay for Conference with Kitterton We consider settlement of Rices Claims fixes amount of this, will try again"

245.

[2-13-76]

I think Mr Thompson is sincere in what he says about making it satisfactory to us, but I think he does not want to fix the amount before we have the bonds, as he is afraid that in case we did not get them the Dutch would have the advantage of his figure made to us.

I think I can get him to fix the amount but in case he does not we have settled Mr Rices claim for \$15,000.00 and he is certainly entitled to as much as Mr Thompson and more too, so that we think Mr Rices amount absolutely fixes Thompsons.

While writing I have just received your telegram to the effect of Northwestern making opposition in Holland and at once telegraphed Mr Huggitt in Chicago "we have accused our friends we would have "no opposition from Northwestern Whisky "was confirmed by Mr Porter - We depend "upon your immediate action withdrawing "all opposition to us as the best interest of "all" and got reply from Mr Kepp the President of that Company "Huggitt in

P.S. 3

[2-13-78]

"New York, have sent copy to Porta advising
"him to telegraph to Amsterdam. I think
"you are mistaken as to any opposition
"from our friends in Holland."

I repeated the substance of above to you
Had I got your later despatch ^{in time} I should
have said nothing to Northcote but think
it certainly has done no harm and may
prevent trouble from that quarter

I judge from what the date fixing March
note for delivery in New York that the Com-
do not expect any failure in getting the con-
sent of bondholders

Tomorrow we expect to have the bill intro-
duced into Legislature to repeal Deloraff bill
of last winter and as we are the active movers
we have had to allow the newspapers to allude
in a general way to the probability of the
early completion of the line to St Vincent &c

I heard from Mr Kitten today from New
Orleans - He is quite well and in good spirits
but sorry he was not at home when you were
here With regards to Mr Smith I am & Geo & Will

[Blank No. 1.]

The North Western Telegraph Co.

The rules of this Company require that all messages received for transmission shall be written on the message blanks of the Company, under and subject to the conditions printed thereon, which conditions have been agreed to by the sender of the following message:

S. H. HASKINS, Gen'l Supt.
MINNAPOLIS, MINN.

S. S. SIMMONS, President
S. S. HINDS, Secy.

Key 24

Dated,

Judd Ia 19 1878
2/13

Received at

H. Browne

To

Care of Hill

Above one foot down
got coal three foot two
in thick on section thirteen
Merouse

16 Co

[Blank No. 1.]

The North Western Telegraph Co.

The rules of this Company require that all messages received for transmission shall be written on the message blanks of the Company, under and subject to the conditions printed thereon, which conditions have been agreed to by the sender of the following message.

C. H. HARRIS, Sec'y & Gen'l.

MILWAUKEE, WIS.

J. D. SIMMONS, President.

J. D. SIMMONS, Secretary.

Dated,

Received at

To

143 PA
Judd Is 13
509 N

1878

7/13
St Paul Minn.

A. Brown
Care J. J. Hill

On Section Seven about one
hundred yards from Section
eighteen found three feet coal five
one feet down

M. Brown

19 Coe

242 17

BU'k No. 3 **HALF RATE MESSAGES.**

THE NORTH WESTERN TELEGRAPH COMPANY
requires that all messages received for transmission shall be written on
the blanks of the Company, under and subject to the conditions printed
thereon, which conditions have been agreed to by the sender of the following
Half Rate Message.

H. B. HINSDALE, Secretary
C. F. JACKSON, Cashier

Dated, New Orleans Feb 13 1888
Received at ST. PAUL, MINN.
To J. J. Hill

Write me particulars of
Vilain & village visit to Spain
intend to go to Florida
but will wait receipt of
your letter before I leave
here write at once and
felling letter Every day
W. W. Ketterson

St Charles Hotel
370 1/2 Ave via St
after Feb 12 17 case of
J. P. Farley vs St. W. Ketterson et al
Oscar B. Hill
Notary Public



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