

GENERAL CORRESPONDENCE

1879 FEB 6 - 25

FOLDER NO.

11-18

JAMES J. HILL PAPERS

PLEASE RETAIN
ORIGINAL ORDER

Whereas in and by a certain agreement dated this day between the undersigned George Stephen Donald & Smith Norman W. Kitchson and James J. Hill, parties of the first part, and Edwin C. Litchfield and O. Darwin Litchfield parties of the second part and John S. Kennedy and John S. Barnes parties of the third part, providing for the sale and delivery of sundry bonds and stock of the First Division of the St Paul and Pacific Rail Road Company and for the delivery of sundry receipts by said parties of the second part to the said parties of the first part, it is amongst other things provided that the sum of Three hundred thousand dollars, part and parcel of the consideration agreed to be paid by said party of the first part to said party of the second part, shall be paid in first mortgage railroad bonds proposed to be issued of the kind in said agreement specified;

Now therefore in consideration of the premises we do hereby jointly and severally agree to and with the said Edwin C. Litchfield and O. Darwin Litchfield that at any time within sixty days after said bonds shall be delivered to said parties of the second part, as provided in said agreement, we will, upon their request to be made at the office of the Bank of Montreal in the

City of New York, purchase said bonds paying therefor
in cash upon production of said bonds at the
said Bank the par or nominal value thereof with all
interest thereon accrued up to the date of said produc-
tion and demand of payment

In Witness whereof we have hereunto subscribed our
names this 6th day of February A.D. 1879

And we the said Edwin C. Litchfield and E.
Dorwin Litchfield in consideration of the premises
do hereby agree that in case the said last
mentioned bonds shall be delivered to ~~them~~ us
as above stated, ~~they~~ ^{we} will hold the same
during the said sixty days for sale & said
part of the first part at the price aforesaid
unless the same shall be sooner purchased
by the Bank of Montreal pursuant to
the contract of said bank, as contained
in a letter to J.S. Kennedy Esq. bearing
even date with this instrument & signed
by Chas. F. Mather & W. Watson agents

In witness whereof we have hereunto set our
hands this sixth day of Feb'y A.D. 1879.

Witness-

Edward H. Litchfield.
L. S. Rhoads

Geo. Stephen

Don C. Smith

By his atty

Norman W. Kellogg
by his atty Geo. A. Lusk

Geo. Stephen

Edwin C. Litchfield

Handwritten text, likely a signature or name, written in cursive script.

1. *Handwritten text, likely bleed-through from the reverse side of the page.*

[illegible]

I have just received your letter of the 10th inst. and am
 glad to hear that you are well. I am well and hope
 this letter will find you the same. I am, dear friend,
 ever your affectionate friend,
 Wm. Lloyd Garrison

F. 277.

Litchfield Memorandum

TREASURER'S OFFICE,
ST. PAUL, MINNEAPOLIS & MANITOBA RY CO.,
ST. PAUL, MINN.

New York 6th Feb, 1879

To the First Division of
The Great Pacific R.R. Co
and to the Trustees of the \$1,200,000
and \$2,800,000 Branch line mortgages:

In view of the recent adjustment
of differences between myself and associates, and Messrs
C. & C. Littlefield I deem to say that it is
my wish and request that you should take all
necessary steps to effect a friendly partition of
the lands in the conflicting limits which are
now held jointly by the 1st Div G.P.R.R. Co
(subject to the mortgages above named) and Mr
C. & C. Littlefield, being guided herein by the
advice of counsel for the purpose of accomplishing
the result named in the best manner and at the
earliest time practicable.

[2-6-79]

New York 6th Feb 1879

Wm Thompson Esq
Dear Sir:

All differences between the
American - Canadian - combination for the purchase of
S.P. & First Div S.P. & R.R. bonds on the
one hand and Messrs E. C. & D. Litchfield on
the other are now happily arranged and the suits
against Mr E. D. Litchfield settled - and now
this I wish to say that I shall feel exceedingly
obliged if you will do all in your power to
close all outstanding matters in which these gentlemen
or either of them are interested referring more more
particularly to a friendly partition of the lands in
the conflicting claims which Mr E. D. Litchfield owns
in common with the branch line and a
payment to him of all moneys in your hands
arising from that source to which he has
a just claim -

Copies of letters
signed by Rev. Stephen
in settlement with
E. L. Stoddard

METROPOLITAN HOTEL.

00

St. Paul, ^C May 11 1879.

10 30 a.m.

Dear Mr. Kiel

I returned from
Winnipeg on Saturday night
and have since awaited your
return that I might communicate
my opinion as to the situation
of things as I found them
here - I cannot wait longer
however and consequently leave
for home this morning -
While out there I paid an
account of the Hudsons Bay
Company in amount \$1078⁰⁰
and also authorized the transfer
of the Indian Bands to draw
upon me for \$2900⁰⁰ which
is an amount he had allowed
Mr. Willie to overdraw his a/c

for the settlement of charges
against the contract =
The Banker says estimates that
it will take about \$4000⁰⁰
to wipe off outstanding Bills
and as \$3000 of this sum is
for wages now due it is
all important (I think) that
this sum should be arranged
for at once = my advance
coupled with Lippincott's
amount to \$21253.91 = the
sum you require to advance
to run up with his last
letter be telegraphed to Lippincott
in order to cause the least
possible delay in the payment
of the Bills = a further
advance to meet the cost of
Punches for culminate &c will
be necessary and when it
is decided how much will

be required I will be in readiness to
put up whatever paper asks of me.
I will only say in conclusion that I wish
you had an opportunity of seeing the books
of the Contractor - anything to expunge the
negligence of this keeping I have never seen -
from the day they have been opened this cash
has never once been balanced to know
how it stands and the only way in which it
can be balanced now is by charging up
to Mr. Miller whatever it is short - Such is his
own suggestion - As a business man I
ask what you think of business being
done in this way - I came with paper a
trial Balance sheet of this ledger which I
intended to get off before coming away -
You will perceive it does not balance within
\$100 ⁰⁶ but I could not stay there longer to do
the necessary checking I had to leave it with
the Bookkeeper to work it up - My advice
would be that a thorough accountant who is
familiar with Railroad construction matters
should be engaged to go through these books & account
and have them put in an intelligent shape

[2-11-79]

Expense of

Livery	371.60	
Freight Expense	<u>97.80</u>	469.40
Board Bills		
O'Connor	294.70	
Willis	89.25	41.94
Upper	<u>41.94</u>	
Tharty	<u>34.30</u>	482.75
Expenses Refreshments at Spring Road	<u>173.50</u>	173.50
Salary Jones	<u>100.00</u>	100.00
Customs		
Duty on Car	27.25	41.40
Expense printing, etc.	<u>14.15</u>	
Furniture		
Discount	5.00	46.05
Exchange	<u>12.60</u>	
Law Costs	<u>18.45</u>	

Tharty's share Tharty's share against
Expense of has been added to the
line it was made out

[2-11-79]
METROPOLITAN HOTEL.

St. Paul, 187

Passage Receipt to 60 7th
\$3486.00
Freight do do 2357.28
Express & Mail

Feb 15, 1879

Found in Aukery #68,
evidently misfolded.
This copy was probably
sent to Bill by Kennedy.

Don John Smith
N

Feb. 15th, 1879

J. J. Farley, Esq.
St. Paul
Minn

Dear Sir:

We have your esteemed favor of the 11th at hand, together with its enclosure, which we have read with interest.

We have left to Mr. Hall, who has returned to St. Paul, the pleasure of giving you the result of the negotiations which for some time past have been going on with Mr. Hilson. As to Mr. Stephen and his friends, they have now gained possession of all Mr. Hilson's interest including his stock and his bonds, and have the control of the Corporation, and besides owning the bonds formerly belonging to our Dutch clients, ^{have} also purchased a large proportion of the outstanding bonds which were not represented by the Committee. They may be regarded as the owners of the property of the First Division Co. as well as of the Extension

[2-15-79]

Lines, and we can see nothing to prevent the obtaining of decrees of foreclosure and sales of the property, whenever they may desire to do so.

Under these circumstances their wishes in regard to the management of the property should of course control us. We beg therefore that you will consult freely with Mr. Hill in regard to all matters connected with the administration of the property, and the disposition of earnings, and in all matters endeavor to suit his and Mr. Stephen's views.

We would suggest in regard to the operation of the Extension Lines during portions of the year when they appear to be operated at a loss, that it would be well to run fewer trains, and we should suppose that mixed trains for passengers and freight would be able to do all the service required in winter.

In regard to the purchase of rolling stock we hope no more will be purchased without Mr. Stephen's approval. Should more in your judgment be needed than is already owned by the Extensions and the First Division Co. you might refer the matter either to Mr. Stephen or to ourselves, and thus relieve

[2-15-79]

and we hope you will see nothing conclusive
in regard to the operations of the fire without
first consulting with Mr. Hill or Mr. Stephen in
order to be sure that unforeseen complications
may not arise.

Until the final payments are made
on the Dutch claims by Mr. Stephen and associates
we shall have a deep interest in the affairs
and management of these interests. We
cannot fail to recognize the fact that Mr.
Stephen and his associates are the real
owners and will be the future managers
of the property, and we will endeavor in
all matters where we have anything to say
to meet their views and carry out their
purposes. We would do nothing affecting
the present or future interests of the property
without first consulting with them. Of
course you will be glad, as we are, at the
termination of the annoying and expensive
litigation and of the prospect of a speedy re-
organization of the property and its being placed in
the hands of its owners to be managed as they see fit.

We believe that Mr. Stephen, with Mr. Kennedy will
probably be in St. Paul within two or three weeks.

Yours Very Truly
J. D. Kennedy & Co.



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