

Form 31 B.

# NIGHT MESSAGE.

## Southern Telegraph Company.

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Errors can be checked against only by repeating a message back to the sending station for comparison, and the Company will not hold itself liable for errors or delays in transmission, or delivery of UNREPEATED MESSAGES.  
This message is an UNREPEATED MESSAGE, and is delivered by request of the sender under the conditions named above.

A. W. DIMOCK, President. G. S. MOTT, Gen'l Manager. J. G. CASE, Treas.

NUMBER	SENT BY	REC'D BY	TIME	CHECK
15	Jan	8:27	Pa	10
Dated, Chicago Ills Recd at				
To Jas J Hill Care St Paul m + m RP				
Dec 2 1881				
Have decided not to take the Bonds Marshals Field				

Montreal, 2nd Decr 1881.

My dear Mr Hill,

Stephen and I are of the opinion that it would be well under present circumstances to dispose of our interest in the Chicago & Evanston Railway that we get for it is not of so much consequence, but it may be more important to make sure that it passes into friendly hands. By offering the control of it to Merrill he would see in your action the gratifying assurance that there is no present intention of entering into rivalry with



his Company East of St Paul.  
I obscure Stickney hints at  
his claim for some consideration  
for his valuable services during  
the past year, and it is perhaps  
well he should remain satisfied  
with his own performances, but  
really he has shown too much  
indifference of late to the large  
interests he had confided to  
his care.

We are pleased to hear  
good accounts of the Road  
and its business: the mild  
weather must have favored  
track-laying and I presume  
you will soon be in a position  
to relieve Kennedy's mind by  
sending the Certificate of Construction.

required by the Trust Company.  
I can't help being greatly  
interested in every advance  
you make with the Bridge  
project, as I am confident  
it will add materially to  
the strength of our position  
and to the consideration due  
us by other Companies in the  
neighborhood.

You would understand  
from our telegrams on the  
subject that George Stephen  
is as anxious as the rest  
of us to place the farm  
on a footing that will be  
creditable to the Road. He  
is quite willing to give the  
most liberal terms of payment;



and both he and I will join  
an association under the proposed  
Management on the assumption  
that you will take a friendly  
interest in its direction.

Matters here are making  
satisfactory progress and I am  
happy to say I find a fair  
field for usefulness in the  
Office. The Land Grant Bonds  
are in quite as good demand  
as could have been expected  
at this season of the year.  
During the few days which  
have elapsed since the issue  
the Bank must have sold  
about \$700,000 at the point  
and a few are finding their way  
into the hands of the public  
elsewhere. —

[12-2-81]

We have put Van Horn's personal matter into shape and have advised Heads of Departments and other Railway of his appointment. I have also procured and forwarded to him all the information respecting the deliveries of Locomotives Cars and other material which he asked for. I find the Bonding of Horses for service in construction already in force and have applied to have the regulation extended to Mules, Oxen and plant. It is doubtful whether the last item will be acceded to. We are to have the words "by way of



Yellow Head has struck  
out of the Contract at the  
forthcoming session of said.

I noticed the exceedingly  
kind expressions of the St. Paul  
papers on the occasion of my  
departure and I am more  
than ever grateful. There must  
have been a friendly hand  
at the bellows at the time.  
I am sure the public will  
have as much reason to  
be pleased with the new  
arrangement as our ~~own~~  
Associates. The only warning  
we have to utter and we  
are both unanimous and  
sincere in doing it is that  
you will not overload yourself

with details of work<sup>[2-2-21]</sup> but  
rather direct its distribution  
among the Officers who are  
so willing and able to take  
their full share of responsibility  
and labour. I liked the  
programme you laid down  
for reducing to some kind  
of system the various projects  
we are prosecuting, and I  
shall be glad to learn  
from time to time of the  
progress made with each.  
Please command me in  
all things where I can be  
of the slightest service.

Stephen would like to  
know what you decide  
in reference to the Coal



Question—

Smellie has returned &  
is making a report which  
I understand will be more  
favorable as to the actual  
character of the Government  
work than we were led to  
expect. I will send Van  
Horne and you a copy of  
it soon.

Yours faithfully

M. Angus

James I. Hill Esq

St Paul

1884

Minneapolis

Minn.

The Canadian Pacific Railway Co.

TERMS:  
1 year, ... \$2.00  
6 months, 1.00  
3 months, .50  
No subscrip-  
tion taken for  
less time than  
three months.

# Saint Charles Times.

NEW TO THE LINE, LET THE CHIPS FALL WHERE THEY MAY.

Established in 1871. ST. CHARLES, MINN. H. W. Hinz, Editor.

## JOB WORK

Neatly ex-  
ecuted at living  
prices.  
Advertisements  
received at lib-  
eral rates.

ST. CHARLES River, in one very best built of brick and liberal, Catholic, Epis-  
of the State, her's 250000 of the citizens, good, happy, means a  
Is an incor- wheat grow. Graded schools takes eight The terms of Mer- h o 1st, ing place it  
porated city, ing and stock being of a high rooms, com- school agree. German Exam- has superior  
situated in the rolling por- standard, instructed with a te n i n e - school, and advantage.  
valley of the those of the which her city- a view to the months in each Congregation, being an-  
south branch great North- one take a health, com- year. is, are satis- (one) with  
of the White- west. Pupils lively interest, fort, and en- Six church- bled here, in a rich agricult-  
water river, ration from 1- employing all payment of the soldiers regim- which, cele- brated district,  
on the Winona 000 to 12000 all times the teachers are senting as ma- jous service- the surplus  
and St. Peter SCHOOL very best of pupils, in and by different in- and in productions of  
Railroad, 25 Her Public teachers. Her- dence of the religious de- sime, or all which are  
miles west of School facil- Public School intere- e of a com- nations, every Sabbath, yearly on the  
the Mississippi- lies are of the it a 110 1 in go- public sports. Roman- as a com- increase

St. Charles, Minn., Dec. 2<sup>d</sup> 1881

Gas. Q. Hill, Esq.  
St. Paul, Minn.  
My Dear Sir:

Your esteemed and  
valued favor of Nov. 28<sup>th</sup> was duly rec<sup>d</sup>  
and content<sup>d</sup>. It confirms my previous  
opinion that the House River country  
is a very desirable, and promising sec-  
tion, and I shall endeavor to visit it  
next Spring. You say that "the country  
west of the 98<sup>th</sup> meridian and south so far as  
Devils Lake, thence west and north to the  
southern bend of the House River is unceded  
land, and will require some action of the  
Dept. of the Interior before it can be opened  
to settlement." I am not familiar with these  
matters, relating to Gov. Lands and its title,



I knew these lands were unsurveyed, but I did not know that they had not been ceded to the United States, and I have thought that you wrote "unceded" when you intended to have written "unsurveyed."

I intend to be in St. Paul sometime in January, when I should be pleased to see you and talk with you about that country.

I thank you for your kind attention in replying to my former enquiries, and remain

Truly Your Friend  
H.W. Hill.

Montreal 6<sup>th</sup> Decer, 1881

My Dear Sir,

I write in Mr.

Smith's absence to mention that the shipment of Potatoes made to him by Mr. Begg of Winnipeg, and referred to in your note of 7<sup>th</sup> ulto, has been received, & was in time to permit of my forwarding by the last steamer from here, some of the cases intended for Mr. Smith's friends in Scotland & England. The case which Mr. Ives mentioned had been left behind at St. Paul came to hand also, a few days ago.

James I. Hill Esq.

General Manager  
St. Paul, Minn. & W. & N. W. Ry.  
St. Paul

Yours very truly

James C. Barrett



JOHN S. KENNEDY.  
J. KENNEDY & CO.

J. S. KENNEDY & CO.

NEW YORK Dec. 7<sup>th</sup> 1884

James J. Hill, Esq.,

Vice President

St. Paul

Dear Sir:

Official

We beg to advise the  
sale for your account of  
\$35,000 St. P. & M. Ry. Co's.  
Second Mortgage bonds at  
106 less  $\frac{1}{2}\%$ ; also 156,000.  
of the same bonds at 103  $\frac{1}{2}\%$   
nett. The purchase of the  
last lot of bonds was made  
by a few firms in this City  
acting jointly in this matter,  
and in order to effect the  
sale we were obliged to take  
an interest with them in this  
venture.

Yours very truly,

J. S. Kennedy & Co.  
C. W. Hortholt

This sale clears up all the bonds  
held by us on account of the City. As the

extremely dull state of the bond  
market, we think the price  
obtained good.

B. P. HUTCHINSON.  
S. A. KENT.  
C. L. HUTCHINSON.

CAPITAL, \$1,000,000.  
SURPLUS, \$700,000.

C. L. HUTCHINSON, *Pres.*  
FRANK W. SMITH, *Cashier.*

CORN EXCHANGE BANK,

Chicago, Nov 22 1881

Dear Mr Hill

I wish to thank  
you for your very  
generous contribution to  
our present loan exhibition  
at the Art Institute. We  
expected but five pictures  
and were exceedingly  
grateful when we knew  
that you had promised  
that number. You can  
imagine our surprise  
and delight when we  
received thirteen. There  
are few gentlemen  
in the west that could  
send thirteen such



B. P. HUTCHINSON.  
S. A. KENT.  
C. L. HUTCHINSON.

CAPITAL, \$1,000,000.  
SURPLUS, \$700,000.

[11-22-87]  
C. L. HUTCHINSON, *Pres.*  
FRANK W. SMITH, *Cashier.*

## CORN EXCHANGE BANK,

Chicago, ..... 188

paintings ever if they had  
your generous disposition  
They are superb. Especially  
to my taste is the Russian  
Lia, Domergue and Millet  
I am proud to show some  
of my Boston friends such  
pictures from our Western  
collections. Our entire exhibition  
is good. In quality it has  
never been equalled in  
this city. If at any time  
I can reciprocate your  
kindness please allow me  
to do so.

Yours Truly  
C. L. Hutchinson

Fonthill, Ont.  
12/7 1881

Mr. J. J. Hill.  
Genl. Manager S.P.M. & M.P.R.  
St. Paul, Minn.

Dear Friend,

If all is well  
I hope to leave here for  
St. Paul between Christmas  
& New Year, spend the  
1<sup>st</sup> (Sunday) in Chicago &  
reach you on the 3<sup>rd</sup> of  
January.

Sincerely yours,  
Samuel Wetherald.



OFFICE OF THE MINNEAPOLIS GRAIN BINDER CO.

Minneapolis, Dec. 10 1881.

J. J. Heil, Esq.  
St. Paul, Minn.

Dear Sir:

At a meeting of the Board of Directors of this Company, held November 26, 1881, the following Preamble and Resolution were unanimously adopted:

WHEREAS, The indebtedness of the MINNEAPOLIS GRAIN BINDER COMPANY has now reached the sum of \$13,005.00, all of which is due and must be paid to its several creditors, and WHEREAS, to perfect the various machines of this company a further expenditure of money has become necessary, which money must be raised and used immediately to prepare the said machines for use in the season of 1882, and WHEREAS, there remains in the treasury of this Company 500 Shares of Stock, of the total par value of \$25,000, which may be sold for any of the uses and purposes of the Company.

NOW, THEREFORE, RESOLVED, That the whole amount of said stock be offered to the Stockholders of this Company at 50 per cent. of the par value thereof, to-wit: at \$12.50 per share, in proportion to their present stock in the Company, requesting that each take his pro rata value thereof, for the purposes mentioned in the foregoing preamble; and that the Secretary is hereby directed to notify each of the present Stockholders of this action, in accordance with the by-laws.

Accordingly, I hereby give notice of the proposed sale of Treasury Stock of the MINNEAPOLIS GRAIN BINDER CO., authorized by the above resolution.

By the by-laws of the Company, present Stockholders are first entitled to a number of shares of this issue pro rata to the number of shares now owned by them, and afterward to such further number as they may subscribe for in excess of such pro rata number in the order of their subscription, provided any yet remain for distribution.

The present total issue of the Company's stock is 1410 shares. The pro rata distribution would be at the rate of 42 per cent. of the shares now issued.

According to the Stock Ledger, you are at present owner of 60 shares. Your pro rata for the distribution would entitle you to  $25\frac{2}{10}$  shares. To avoid fractions, I would suggest that you subscribe for not less than 25 full shares.

By the by-laws of the Company, you have ten days from Dec 10 within which to subscribe to the proposed issue of stock before your pro-rata may be ascertained. Other subscriptions.

Yours respectfully,

L. R. CASEY,  
Secretary.

Please address your subscription to Geo. A. Brackett, Esq., President.

[ W 174 12-10-11 ]

MINNEAPOLIS, November 29, 1881.

*At a meeting of the Board of Directors of the MINNEAPOLIS GRAIN BINDER Co., held November 26, 1881, the Board having listened to the statement of the General Manager concerning the operations of the Company during the past year, and also to a report of its financial affairs, adopted by a unanimous vote the following preamble and resolution:*

*WHEREAS, The indebtedness of the MINNEAPOLIS GRAIN BINDER Co. has now reached the sum of \$13,000.00, all of which is due and must be paid to its several creditors, and WHEREAS, to perfect the various machines of this Company a further expenditure of moneys has become necessary, which monies must be raised and used immediately to prepare the said machines for use in the season of 1882, and WHEREAS, there remains in the treasury of this Company 500 Shares of Stock of the total par value of \$25,000, which may be sold for any of the uses and purposes of the Company;*

*NOW, THEREFORE, RESOLVED, That the whole amount of said stock be offered to the Stockholders of this Company at 50 per cent. of the par value thereof, to-wit: at \$12.50 per share, in proportion to their present stock in the company, requesting that each take his pro rata value thereof, for the purposes mentioned in the foregoing preamble: and that the Secretary is hereby directed to notify each of the present Stockholders of this action, in accordance with the by-laws.*

*We, the undersigned, Stockholders in the MINNEAPOLIS GRAIN BINDER COMPANY, heartily concur in the above action of the Directors.*

*We also agree to take and hereby do subscribe for our pro rata shares of the stock to be assessed under the above resolution, accepting the allotment at the rate of forty-two per cent. of the number of shares now owned by each of us, and agreeing that in such allotment any fraction of a share falling to any of us shall, if greater than one-half, be accounted a full share, and if less than one-half, be accounted as nothing, and so deducted from such allotment. And we agree, each for himself, to pay for the same on demand at the rate provided in the said resolution, namely, at the rate of twenty-five dollars for each share.*

*And we recommend to each Shareholder in the Company that he subscribe for his pro rata number of shares, especially in case of the liability each Stockholder has incurred, which liability will in this manner be cancelled, if carried out, and value received in the form of additional stock given therefor, while, as to the future, the late holding stockholders liable to the amount of double their stock is now repealed.*

GEO. A. BRACKETT, One Hundred and Two Shares.  
O. A. PRAY, Seventeen Shares.  
A. C. RAND, Twenty-Five Shares.  
CHAS. B. CRUTE, Seventy-Six Shares.  
CHAS. L. TRAVIS, Seventy-Six Shares.  
T. B. CASEY, Forty-Two Shares.  
JOHN WATSON, Nine Shares.  
W. D. LAWRENCE, Four Shares.  
L. R. CASEY, Seventeen Shares.  
W. D. WASHBURN, Nine Shares.  
W. D. HALL, Nine Shares.  
J. A. CHRISTIAN, Nine Shares.



[ WITB 12-10-81 ]

1881

Geo. A. Brackett, Esq.,

President of the Minneapolis Grain Binder Co.

Sir:

I hereby subscribe for \_\_\_\_\_ shares  
of the Capital Stock of the Minneapolis  
Grain Binder Co., authorized to be issued  
by the Board of Directors of said Com-  
pany, as per resolution adopted Nov. 26,  
1881, and agree to pay for the same on  
demand at the rate of Twenty-five Dollars  
per share

[with 12-10-51]

GENERAL MANAGER'S REPORT,  
MINNEAPOLIS GRAIN BINDER COMPANY.

NOVEMBER, 1888.



MINNEAPOLIS, NOV. 26, 1881.

*To the Stockholders of the Minneapolis Grain Binder Company:*

At the date of the Stockholders meeting, held November 8th, 1880, I was able to offer a very encouraging report concerning our Company's affairs and prospects. Having worked through the season from Texas, in May, to Dakota, in September, we felt we had been able to so far perfect the Travis Cord Binder as to have gotten beyond the phase of vexatious experiment through which every new machine must pass. We did not doubt that when a large number of our Binders should be at work in various conditions of grain, in hundreds of different hands, chances for improvement would appear, or some defect, as to strength or otherwise, might be seen. We knew perfection, as applied to machinery, was only a relative term, and that the day would probably never come when some degree of improvement would not be possible. But we believed the practical difficulties incident to the development of such an invention were overcome and that smooth sailing lay ahead. In that view, the managers of the Sandwich Manufacturing Company, builders of harvesting and other machinery on a large scale, and men of long experience, shared, to the extent of entering into a contract with us to manufacture and sell the Travis Binder on such terms as to lead us to look for a fair revenue in 1881, and large returns in the future.

Mr. Travis transferred his head quarters to Sandwich, in order to supervise the construction and adjustment of the machines to be built. He continued there and in the harvest field most of the time until September of 1881. In the practical working of the binder in the field during the last summer, our anticipations have been justified. In Kansas and the southern parts of Illinois, Indiana and Ohio, where our earliest work was done, very bad conditions of grain prevailed; the consequence in some localities of the destructive work of the weed, in others, of violent tornadoes. This state of things, of course, tested the qualities of the binder to the utmost. But it also brought the knowledge so important to acquire as to all possible weak points in its make up or operation. These Mr. Travis was able to correct, as well as to contrive certain adaptations suited to such unusual difficulties, so that further north the binder worked in a most satisfactory manner. When harvesting was done we could fairly claim success. Our binder in its working qualities was excelled by none, and by its simplicity and lightness presented merits its competitors did not possess. We had attained to the standard we had set for ourselves, believing it to be the best.

But meantime we had encountered an obstacle we had not anticipated. To clearly set forth its nature requires a brief statement as to the past of grain binders.

Since the time when it became apparent that cord binders must displace those which bound grain with wire, there has been a division of opinion as to whether it would be more desirable to construct them so that bundles should be necessarily uniform in size, or whether the operator of the machine should be able to vary the same at will. To the first named end an additional device would be required known as an "automatic trip," (because when a certain quantity of grain accumulates in the binder it is set in motion *automatically*, through the agency of a lever called a *trip*).

To those of our company who gave attention to the matter, including the President and every officer the company has had, it seemed that the great weight of judgment as ascertained from manufacturers of such machinery, and from farmers, was in favor of the variable bundle. To give in full the considerations bearing upon this point would be to render this report too long. I will only refer to the consideration of simplicity as against complication. In all the history of grain-binding machinery, complication has been the greatest drawback. On every side the call has been for simplicity. No argument was needed to show a farmer that the greater the number of parts in a machine the greater the liability to disarrangement. To the manufacturer the difficulties of adjustment increase in a greater ratio than the increase of pieces involved in the whole. For this, as well as other important reasons, we had believed the devices necessary for "sizing" the bundles, that is, automatic trip contrivances, to be not only unnecessary, but undesirable. In this opinion we were sustained by the Managers of the Sandwich Manufacturing Company most emphatically. At the worst they felt, as did we, there could be but a *division of opinion* on the part of the purchasing public, with the majority on our side.

But we were mistaken. In these times the farmer seeks every appliance of *ease* in the prosecution of his work. He seems ready to take whatever is effective in that direction, even if not quite so good in others. No valid reason reaches us why he favors to-day the self-acting device as against simplicity, and other considerations of weight, except this: that the operator of the harvesting machine need not attend quite so closely to his work, and is spared the trouble of occasionally moving a lever with his foot.

But we cannot argue against facts, and it is a fact that the farmers almost in a body have decided that the "automatic trip" is desirable, and furthermore, *they will have it*. This conclusion has seemed to be reached almost simultaneously throughout the whole country, having spread like a furor far and near.

Machinery of this order is disposed of, as a rule, under contracts which guarantee good work through the harvest, and a sale is not considered perfected until such work is finished. But so widespread and deep, at the close of the season, is the determination of the farmers to have no grain binder without an automatic trip, that settlements, except at law, have this fall proved almost impossible for binders lacking that attachment, whether they have done good work or not. Now to

enforce collections against so general a sentiment would be to render odious the individual or company undertaking it, and seriously to endanger future trade. Except in a limited number of instances the Sandwich Manufacturing Company have found such settlements impracticable. Our interests are at this time identical with theirs. It is through them we are looking for that reputation which shall render our property valuable. They have been forced to very large sacrifices as the outcome of the season's work. To add to their burdens by enforcing royalties would be neither fairness nor good policy, even if we should be able to do so. We are thus left practically without the income anticipated for this year.

The favor of the farmers for the "automatic trip" began to present itself early in the season, and became more pronounced as it advanced. Mr. Travis's inventive faculties were quickly at work. The season was not yet finished when he had added to our machine such an appliance as was called for, meantime dispensing with certain others, and to an extraordinary degree preserving the simplicity of the binder. Although he was forced to construct them with a haste which involved crude workmanship, he was able to operate experimentally three of them before the grain was all cut. These experiments have seemed to show that we are prepared immediately to meet the new requirements, and Mr. Travis expects, when another harvest comes, to demonstrate that fact from the first.

The market has never seemed so ready for a successful grain binder as now. There are really but two kinds capable of doing satisfactory work. One of them is monopolized. All other manufacturers, with perhaps one exception, seem rushing in to secure and use the other.

It is the only thing they can do. They must have something to offer their customers next season. There is no other binder ready, and with a record, at command. But all are dissatisfied to be forced to sell the same machine as their competitors. All will keenly watch for some other to show its merits next season. If ours presents itself in perfect working order it can hardly fail of a market at a large price.

Now is the time, of all times, when it should not be permitted to languish. The expenditures upon it up to this time have been large. A limited one only seems necessary for the future. The company should, I believe, provide the needed means at once. The time is short if anything is to be accomplished next season, as the winter is the time when harvesting machinery is built.

The attention of Stockholders is respectfully called to the small expense attending our enterprise during the last year, namely: a total expense of \$4,696.96, including salaries to the General Manager and the Mechanical Superintendent, traveling expenses, rents, and all other expenses incident to the conduct of our business. For the coming year these expenses are likely to be almost nominal. There will be Mr. Travis's salary and necessary traveling expenses. We have been able to dispense with all costs of rents, and the business is in such shape that the General Manager will be able to give it all needed attention without serious detriment to other interests, and without regular salary, as the present General Manager has done during the past five months. Expenditures for mechanical construction will be somewhat greater than last year, but cannot amount to any large sum. Something must probably be paid for cost of procuring patents on inventions during the year, but these should add to the value of the property far beyond their cost.

The Company's debt, October 6, 1886, was		\$8,510.00
Liabilities have been increased as follows, viz:		
In payment of Salaries	\$3,666.67	
" Traveling and other expenses	997.23	
" Interest	71.97	
" Rent	64.36	
" Patents	250.00	
" Citizen's Bank	102.81	
	\$5,153.10	
Less collected as follows:		
Bills receivable	\$325.00	
Interest	3.41	
Sandwich Manufacturing Co.	329.19	
	\$657.60	
Balance	\$4,495.50	
Add balance to debt of Oct. 6, 1886	\$5,153.10	\$4,495.50
Total debt		\$13,005.63

Heretofore it has been the policy of the Company to keep the issue of its stock within its present limits. Certain of our Stockholders have freely advanced money to carry on its business, having been warranted in so doing by the security afforded by the laws of Minnesota relating to Manufacturing Companies, under which each Stockholder was responsible for the Company's debts beyond the par value of his stock for an amount equal thereto. That law has lately been repealed, and thus, while of course such security holds good as to the debt already contracted, we have no such basis of credit for the future. The Directors of the Company should therefore issue and sell the remainder of the Capital Stock in order to pay our debts and provide the limited sum necessary for the complete development of the re-organized Binder.

By the terms of our by-laws, such stock must first be offered to the present stockholders. The amount of stock already issued by our Company, is in par value, \$70,500. There therefore remains in the treasury unsold Stock, in par value, \$29,500. This, if sold at 50 per cent. upon its par value, would furnish us the sum necessary for our present purposes.

I recommend that the Board of Directors offer this Treasury Stock to the present Stockholders, and trust, if they do so, it may be promptly taken by them. The cost to each Stockholder would vary but a trifle from his pro-rata share of the Company's debt.

Respectfully submitted,

L. R. CASEY, General Manager.





# Minnesota Historical Society

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