

89

Office of The Bethlehem Iron Co.

South Bethlehem, Pa.

August 24th, 1892.

Major General O. O. Howard,

United States Army.

My Dear General:-

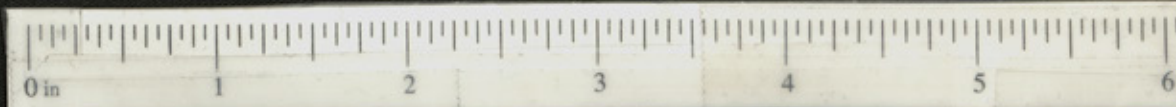
Referring to our conversation on the train between Mauch Chunk and Bethlehem, when I had the pleasure of meeting you, I write to say that the question at issue between the War Department and the Bethlehem Iron Company is as to the interpretation of the following extracts of the contract between the parties:-

"Thirty and one half (30-1/2) cents per pound, if the first set is delivered in twenty-four (24) months or in less than twenty seven (27) months from date of this contract.

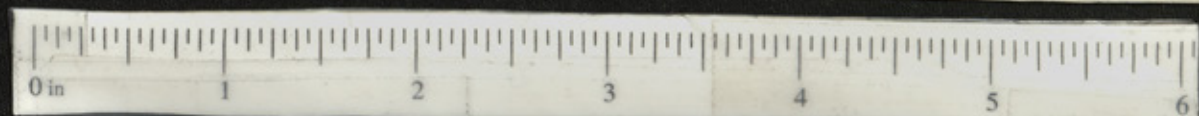
x x x x x x x x x

"The remaining twenty two (22) sets to be delivered at the rate of twelve (12) sets every twelve (12) months, after the delivery of the first set, until the whole number contracted for is delivered."

We claim that we have, up to this time, complied with the contract and that no penalties have accrued. The Department contends that "twelve sets of forgings every twelve months" means one set each month, and that the Bethlehem Iron Company is liable to



Maj. Gen.
the penal
for each



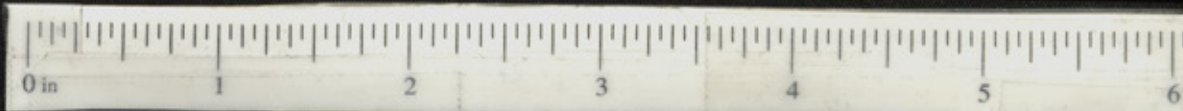
Maj. Gen. O.O. Howard-2.

the penalty as prescribed in the contract of 2/10 cent per pound for each month's delay in delivery. We did, in fact, deliver the first 10" set within the contract time, and twelve sets in addition within the year thereafter, but not in 30-day periods. These forgings were paid for by the Government from time to time as delivered.

This question of penalties came up first about one year ago, in regard to the deliveries of the last four sets of 8" forgings, which were covered by the same contract. We had delivered eighteen sets in twelve months, in accordance with the terms of the contract, although not in periods of twenty days each, as now claimed by the Department. The remaining four sets to complete the 8" forgings were delivered, one set in July and three sets in August; and it was on these four sets of forgings that the dispute arose.

Under date of Sept. 24th, 1891, we wrote, dissenting from the views taken by the Department as to deducting penalties on these four sets, "and respectfully beg to inquire whether the Department has any objection to our referring the question to the Secretary of War, as provided for in the last paragraph of Section 1 of the Contract". We have reply under date of October 20th, 1891, from the Inspector, as follows:-

"Referring to your letter of the 24th ultimo and the previous correspondence in relation to bill for the twentieth set of 8" forgings furnished under contract of January 31st, 1889, I have to



Maj. Gen. O. O. Howard
inform you
set should
livered by

Maj. Gen. O. O. Howard-3

The penalty as prescribed in the contract of \$10 per pound for each month's delay in delivery. We did, in fact, deliver the first 10" set within the contract time, and twelve sets in addition within the year thereafter, but not in 30-day periods. These forgings were paid for by the Government from time to time as delivered.

The question of penalties was up for consideration and was decided in regard to the deliveries of the last four sets of 8" forgings, which were covered by the same contract. We had delivered sixteen sets in twelve months, in accordance with the terms of the contract, although not in periods of twenty days each, as now claimed by the Department. The remaining four sets to complete the 8" forgings were delivered, one set in July and three sets in August; and it was on these four sets of forgings that the dispute arose.

Under date of Sept. 24th, 1891, we wrote, dissuading from the views taken by the Department as to deducting penalties on these four sets, and respectfully beg to inquire whether the Department has any objection to our referring the question to the Secretary of War, as provided for in the last paragraph of Section I of the Contract. We have reply under date of October 20th, 1891, from the Inspector, as follows:-

"Referring to your letter of the 24th ultimo and the previous correspondence in relation to bill for the twentieth set of 8" forgings furnished under contract of January 21st, 1889, I have to



Maj.Gen. O.O.Howard-3.

inform you that the Secretary of War decides that this twentieth set should have been delivered May 20, 1891, and if it was not delivered by June 20, 1891, 2/10 of a cent per pound per month should be deducted from May 20, 1891 to the date of delivery.

x x x x x x x x

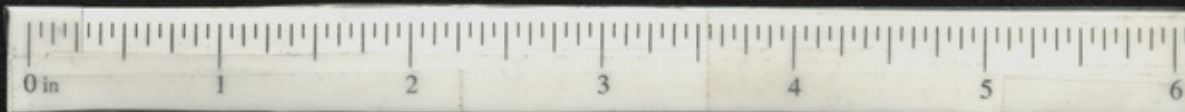
"I am instructed to be guided by this decision in issuing certificates of inspection and receipt under this contract, and return herewith the rendered bills for the twentieth and twenty-first sets of 8" forgings, that you may revise them to conform thereto."

We persisted, and received under date of November 3rd, 1891 a letter from Inspector Lieutenant F. E. Hobbs, which is in part as follows:-

"The last paragraph of section one of the contract seems to preclude the possibility of a second appeal to the Secretary, as it provides that his decision shall, after submission of the matter in doubt or dispute, be final.

"I may add that since a fuller statement of your opinion as to the meaning of the contract than is given in your letter of the 26th ult. (your letter of August 14th, 1891) was submitted to the Secretary with your appeal of September 24th, 1891 from the decision of the Chief of Ordnance in the matter, there seems to be no special reason for a resubmission of the same statements."

And later we received the following endorsement by the Acting



Secretary of War
En. O.O. 1

...that the Secretary of War decides that this twentieth
...should have been delivered May 20, 1891, and if it was not de-
livered by June 20, 1891, 2/10 of a cent per pound per month should
be deducted from May 20, 1891 to the date of delivery.

x x x x x x x x x

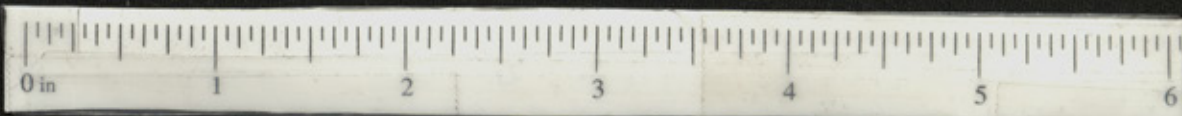
"I am instructed to be guided by this decision in issuing
certificates of inspection and receipt under this contract, and
return herewith the rendered bills for the twentieth and twenty-
first days of 2^d forgeries, that you may revise them to conform
thereto."

We forwarded, and received under date of November 24th, 1891,
a letter from Inspector Lieutenant F. E. Hobbs, which is in part
as follows:-

"The last paragraph of section one of the contract seems to
preclude the possibility of a second appeal to the Secretary, as it
provides that his decision shall, after submission of the matter
in doubt or dispute, be final.

"I may add that since a full statement of your opinion as
to the meaning of the contract then is given in your letter of the
20th ult. (your letter of August 14th, 1891) was submitted to the
Secretary with your appeal of September 24th, 1891 from the deci-
sion of the Chief of Ordnance in the matter, there seems to be no
special reason for a resubmission of the same statement."

And later we received the following endorsement from the Acting



Gen. O.O. Howard-4.

Secretary of War:-

WAR DEPARTMENT.

December 9, 1891.

Respectfully returned to the Chief of Ordnance.

It is not thought that any modification of the opinion given Oct. 13, 1891 is called for. It is believed that the decision covered the whole question then pending and it is adhered to.

(Signed) L. A. Grant,

Acting Secretary of War.

We finally wrote the Department, accepting their decision as to the four sets of 8" forgings, the amount being inconsiderable; but at the close of our letter said: "We deduct these penalties from our bills under protest". In the meantime work was progressing on the 10" and 12" forgings, in strict accordance, as we claim, with the terms of the contract. As before stated, we delivered the first set within the necessary time to fix the price per pound, and in addition thereto delivered twelve sets during the ensuing twelve months, receiving pay for all without deduction of penalties. We had also furnished the first 12" set of forgings within the specified time, and six sets within twelve months thereafter, as is herein shown:-

Rates of Actual Deliveries of 10" and 12" Forgings.

| 10" Forgings. | 12" Forgings. |
|---------------------------|--------------------------|
| 1 set - April 24th, 1891. | 1 set - July 29th, 1891. |
| 2 " - Sept. 3rd, 1891. | 2 " - Nov. 28th, 1891. |
| 3 " - Oct. 2nd, 1891. | 3 " - June 17th, 1892. |
| 4 " - Dec. 1st, 1891. | 4 " - July 9th, 1892. |
| 5 " - Dec. 28th, 1891. | 5 " - July 25th, 1892. |
| 6 " - Jan. 19th, 1892. | 6 " - July 28th, 1892. |
| 7 " - Jan. 27th, 1892. | 7 " - July 29th, 1892. |
| 8 " - Feb. 17th, 1892. | |
| 9 " - March 15th, 1892. | |
| 10 " - April 8th, 1892. | |
| 11 " - April 23rd, 1892. | |
| 12 " - April 23rd, 1892. | |
| 13 " - April 23rd, 1892. | |

Maj. Gen.
A few
forgings,
letter from

Secretary of War:-

WAR DEPARTMENT.

December 5, 1891.

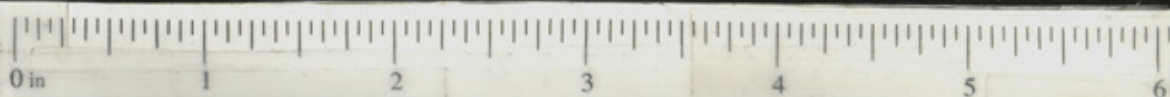
Respectfully returned to the Chief of Ordnance.
It is not thought that any modification of the opinion
given Oct. 13, 1891 is called for. It is believed that the desir-
ion advanced the same as in the previous and it is adhered to.
(Signed) D. A. Grant,
Adj. Sec. of War.

We finally wrote the Department, accepting the decision as
to the four sets of 8" forgings, the amount being increased from 12
but at the close of our letter said: "We deduct these penalties
from our bills under protest". In the meantime work was progress-
ing on the 10" and 12" forgings, in order to expedite, as we claim,
with the terms of the contract. As before stated, we delivered
the first set within the necessary time to fix the price per pound,
and in addition have delivered twelve sets during the ensuing
twelve months, receiving pay for all without deduction of penali-
ties. We had also furnished the first 12" set of forgings within
the specified time, and six sets within twelve months thereafter.

As is herein shown:-

Table of Actual Deliveries of 10" and 12" Forgings.

| 12" Forgings. | | 10" Forgings. | |
|---------------|------------------|---------------|-------------------|
| 1 set | July 23rd, 1891. | 1 set | April 24th, 1891. |
| 2 " | Nov. 28th, 1891. | 2 " | Sept. 3rd, 1891. |
| 3 " | June 17th, 1892. | 3 " | Oct. 2nd, 1891. |
| 4 " | July 9th, 1892. | 4 " | Dec. 1st, 1891. |
| 5 " | July 25th, 1892. | 5 " | Dec. 28th, 1891. |
| 6 " | July 28th, 1892. | 6 " | Jan. 10th, 1892. |
| 7 " | July 30th, 1892. | 7 " | Jan. 27th, 1892. |
| | | 8 " | Feb. 17th, 1892. |
| | | 9 " | March 15th, 1892. |
| | | 10 " | April 8th, 1892. |
| | | 11 " | April 23rd, 1892. |
| | | 12 " | April 23rd, 1892. |
| | | 13 " | April 23rd, 1892. |



Maj. Gen. O.O. Howard-5.

A few days prior to the delivery of the seventh set of 12" forgings, we received under date of July 19th, 1892 the following letter from Mr. I. Mac Nutt, Capt. Ordnance Department, U. S. A.:-

"I have the honor to inform you that in accordance with the decision of the Chief of Ordnance, U.S.A., the delivery of 12-inch forgings should be at the rate of one set every two months, and of 10-inch forgings one set every month, until the contract is completed; defaulting in this the penalty stipulated in the contract will accrue on each individual set for the time it is overdue.

Penalties are therefore due on the following sets for the amounts as stated, viz:-

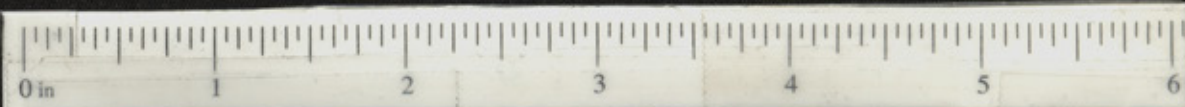
10-inch Forgings.

| Set | Time overdue, months. | Amount | Total |
|------|-----------------------|---------------|-----------|
| 2nd | 3 | \$495.87 | |
| 3rd | 3 | 495.35 | |
| 4th | 4 | 659.56 | |
| 5th | 4 | 650.03 | |
| 6th | 3 | 495.37 | |
| 7th | 2 | 330.40 | |
| 8th | 2 | 330.02 | |
| 9th | 2 | 329.97 | |
| 10th | 2 | 329.98 | |
| 11th | 1 | <u>164.99</u> | \$4291.54 |

12-inch Forgings.

| | | | |
|-----|---|----------------|-----------|
| 2nd | 1 | \$281.82 | |
| 3rd | 6 | 1689.95 | |
| 4th | 5 | <u>1412.23</u> | \$3384.00 |

The above amounts for 12-inch forgings are deducted on the vouchers sent you today and the total amount due on the 10-inch forgings will be deducted in making payment to you for the next



J. Gen. O.C.
set of 10-inch
To this
"Replying t

A few days prior to the delivery of the seventh set of 12" forgings, we received your letter of July 19th, 1932, the following letter from Mr. I. MacIntosh, Chief Ordnance Department, U. S. A.: "I have the honor to inform you that in accordance with the decision of the Chief of Ordnance, U. S. A., the delivery of 12-inch forgings should be at the rate of one set every two months, and of 10-inch forgings one set every month, until the contract is completed, holding in this the proviso stipulated in the contract. All accounts on each individual set for the time is overdue. Remittances are the same as on the following sets for the same as stated, viz:-

| 10-inch forgings. | | | |
|-------------------|-----------------------|--------|------------|
| Set | Time overdue, months. | Amount | Total |
| 1st | 1 | 164.98 | \$1,321.24 |
| 2nd | 2 | 329.98 | |
| 3rd | 2 | 329.98 | |
| 4th | 2 | 329.98 | |
| 5th | 2 | 329.98 | |
| 6th | 2 | 329.98 | |
| 7th | 2 | 329.98 | |
| 8th | 2 | 329.98 | |
| 9th | 2 | 329.98 | |
| 10th | 2 | 329.98 | |
| 11th | 2 | 329.98 | |
| 12th | 2 | 329.98 | |
| 13th | 2 | 329.98 | |
| 14th | 2 | 329.98 | |
| 15th | 2 | 329.98 | |
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| 20th | 2 | 329.98 | |
| 21st | 2 | 329.98 | |
| 22nd | 2 | 329.98 | |
| 23rd | 2 | 329.98 | |
| 24th | 2 | 329.98 | |
| 25th | 2 | 329.98 | |
| 26th | 2 | 329.98 | |
| 27th | 2 | 329.98 | |
| 28th | 2 | 329.98 | |
| 29th | 2 | 329.98 | |
| 30th | 2 | 329.98 | |
| 31st | 2 | 329.98 | |
| 32nd | 2 | 329.98 | |
| 33rd | 2 | 329.98 | |
| 34th | 2 | 329.98 | |
| 35th | 2 | 329.98 | |
| 36th | 2 | 329.98 | |
| 37th | 2 | 329.98 | |
| 38th | 2 | 329.98 | |
| 39th | 2 | 329.98 | |
| 40th | 2 | 329.98 | |
| 41st | 2 | 329.98 | |
| 42nd | 2 | 329.98 | |
| 43rd | 2 | 329.98 | |
| 44th | 2 | 329.98 | |
| 45th | 2 | 329.98 | |
| 46th | 2 | 329.98 | |
| 47th | 2 | 329.98 | |
| 48th | 2 | 329.98 | |
| 49th | 2 | 329.98 | |
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| 52nd | 2 | 329.98 | |
| 53rd | 2 | 329.98 | |
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| 60th | 2 | 329.98 | |
| 61st | 2 | 329.98 | |
| 62nd | 2 | 329.98 | |
| 63rd | 2 | 329.98 | |
| 64th | 2 | 329.98 | |
| 65th | 2 | 329.98 | |
| 66th | 2 | 329.98 | |
| 67th | 2 | 329.98 | |
| 68th | 2 | 329.98 | |
| 69th | 2 | 329.98 | |
| 70th | 2 | 329.98 | |
| 71st | 2 | 329.98 | |
| 72nd | 2 | 329.98 | |
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| 74th | 2 | 329.98 | |
| 75th | 2 | 329.98 | |
| 76th | 2 | 329.98 | |
| 77th | 2 | 329.98 | |
| 78th | 2 | 329.98 | |
| 79th | 2 | 329.98 | |
| 80th | 2 | 329.98 | |
| 81st | 2 | 329.98 | |
| 82nd | 2 | 329.98 | |
| 83rd | 2 | 329.98 | |
| 84th | 2 | 329.98 | |
| 85th | 2 | 329.98 | |
| 86th | 2 | 329.98 | |
| 87th | 2 | 329.98 | |
| 88th | 2 | 329.98 | |
| 89th | 2 | 329.98 | |
| 90th | 2 | 329.98 | |
| 91st | 2 | 329.98 | |
| 92nd | 2 | 329.98 | |
| 93rd | 2 | 329.98 | |
| 94th | 2 | 329.98 | |
| 95th | 2 | 329.98 | |
| 96th | 2 | 329.98 | |
| 97th | 2 | 329.98 | |
| 98th | 2 | 329.98 | |
| 99th | 2 | 329.98 | |
| 100th | 2 | 329.98 | |

The above amounts for 12-inch forgings are deducted on the vouchers sent you today and the total amount due on the 10-inch forgings will be deducted in making payment to you for the next



Adj. Gen. O.O.Howard-6.

set of 10-inch forgings delivered."

To this we replied as follows, under date of July 25, 1892:-

"Replying to your communication of the 19th instant: We respectfully beg leave to differ entirely from the decisions of the Chief of Ordnance, U. S. Army, that the delivery of the 10" forgings under our contract of January 31st, 1889 should be at the rate of one set per month.

x x x x x x x x x

"As twelve sets of 10" forgings were delivered within twelve months after the delivery of the first set, we claim that no penalties have accrued thereon. We also claim that under the contract no penalties will accrue on the 12" forgings until we have failed to deliver six sets within twelve months after the delivery of the first set.

"We therefore return herewith the two vouchers aggregating \$79324.69, forwarded to us with your letter of the 19th inst., and have to ask that the amounts deducted therefrom for penalties be restored, and that vouchers be prepared in our favor for the full amounts due us by the terms of our contract of January 31st, 1889."

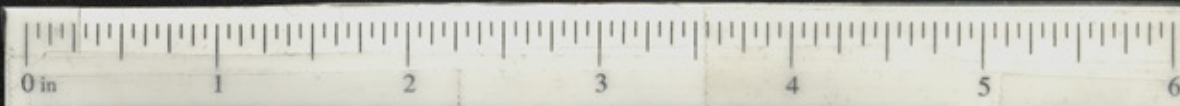
The reply was thus:-

Endorsements on Bethlehem Iron Company's letter of
July 25th, 1892.

142 A. 1st Endorsement.

Office of Inspector of Ordnance, U. S. A.,
Bethlehem Iron Works,
South Bethlehem, Pa.
July 26th, 1892.

Respectfully forwarded to the Chief of Ordnance, U.S.A.



Maj.Gen. O.O.Howard-7.

I. MacNutt,
Capt. Ord. Dept., U.S.A. Inspector.

D

2nd Endorsement.

Ordnance Office,

Washington, July 28th, 1892.

Respectfully returned to the Bethlehem Iron Co., through the Inspector of Ordnance, U.S.A.

The decision referred to within as that of the Chief of Ordnance is the decision of the Secretary of War in his 7th Endorsement, dated October 13th, 1891, on Ordnance Office file 4960 of 1891, which was forwarded to the Inspector of Ordnance at Bethlehem by the 8th endorsement dated Oct. 16, 1891 on same file. Subsequently when said file was again submitted to the Secretary, he simply reaffirmed his decision as given in the 7th endorsement.

Notice of this re-affirmation was sent to the Bethlehem Company in letter dated Dec.16, 1891.

As this decision was rendered on an appeal to the Secretary of War, as provided in the contract, it is conclusive as far as this Department is concerned. It is also stipulated in the contract that such a decision shall be final. The change asked for on the enclosed vouchers is therefore disapproved.

Copies of the 7th and subsequent endorsements on Ordnance Office file 4960 of 1891, and of letter dated Dec.16, 1891, are enclosed.

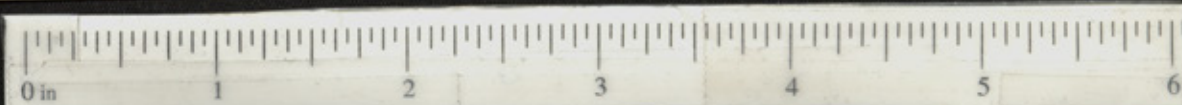
(Signed) Charles Shaler,
Capt.Ord.Dept., U.S.A.,
Actg.Chief of Ordnance.

The seventh endorsement, dated Oct.15th, 1891, referred by Captain Shaler, is as follows:

" WAR DEPARTMENT,
Oct. 13, 1891.

Respectfully returned to the Chief of Ordnance.

It is clear to my mind that the delivery of the first set within fifteen months fixed the price at 27 1/3 cents, and that the non-delivery on time of subsequent sets renders them liable to the 2/10 of a cent deduction. The clause in the contract providing for the 2/10 deduction is not clear or easy of construction, but the last paragraph of the "Instructions to Bidders", made part of the contract, solves the uncertainty. This provides for a penalty stipulation of "2/10 of a cent per pound per month on the



Maj. Gen. O. O.

price of each
ery". The la
one time. Th
every twelve

Inspector of Ordnance, War Department, U.S.A.
The decision was made to withhold the issue of Ord-
nance in the decision of the Secretary of War in his 4080 of
ment, dated October 1891, on Ordnance Office file 4080 of
1891, which was forwarded to the Inspector of Ordnance by Bashi-
now by the 11th endorsement dated Oct. 16, 1891 on same file. Sub-
sequently when said file was again submitted to the Secretary, he
unfavorably recommended the decision as given in the 11th endorsement.
Hence of this re-attestation was sent to the Ordnance Company
in letter dated Dec. 10, 1891.
As this decision was rendered on an appeal to the Secretary
of War, as provided in the contract, it is conclusive as far as
this Department is concerned. It is also stipulated in the con-
tract that such a decision shall be final. The change asked for
on the Ordnance Company is therefore disapproved.
Copies of the 7th and 8th and 9th endorsements on Ordnance
Office file 4080 of 1891, and of letter dated Dec. 10, 1891, are
enclosed.

(Signed) Charles S. Shaler,
Capt. Ord. Dept., U.S.A.,
Asst. Chief of Ordnance.

The seventh endorsement, dated Oct. 1891, referred by
Captain Shaler, is as follows:
WAR DEPARTMENT,
Oct. 13, 1891.

Responsibly returned to the Chief of Ordnance.
It is clear to my mind that the delivery of the first set
within fifteen months fixed the price at \$1.50 cents, and that
the non-delivery on time of subsequent sets renders them liable to
the 2/10 of a cent deduction. The clause in the contract pro-
viding for the 2/10 deduction is not clear or easy of construction
but the last paragraph of the "Instructions to Bidders", under part
of the contract, solves the uncertainty. This provides for a non-
delivered quantity of 2/10 of a cent per pound per month on the



price of each set of forgings for each month of delay in delivery". The last four sets are not necessarily to be delivered at one time. They are "to be delivered at the rate of eighteen sets every twelve months", or one set in every twenty days. Counting each month thirty days, for convenience, the twentieth set should have been delivered May 20th, 1891, and if it was not delivered by June 20th, the 2/10 of a cent per pound per month should be deducted from May 20th to the date of delivery. It follows that the delivery of the 21st set was due June 10th, and if not delivered by July 10th, it is liable to the 2/10 deduction from June 10th to the time of delivery. The same rule should apply to the 22nd and 23rd sets, their delivery being due July 1st and July 20th respectively.

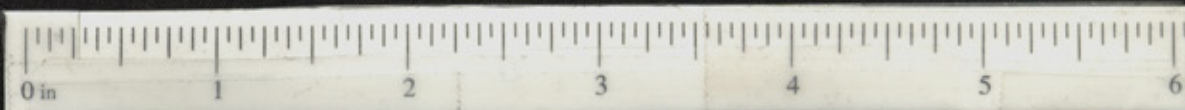
L. A. GRANT,
Acting Secretary of War. "

This covers the decision of Gen'l Grant, Acting Secretary of War, under which the Department is now seeking to impose penalties upon us.

Please note that we wrote under date of September 24th, 1891 asking if the Ordnance Department "has any objection to our referring the question to the Secretary of War, as provided for in the last paragraph of Sec. 1 of the Contract"; the reply received was the " 7th endorsement".

We have during the present month striven by argumentative correspondence to convince the Department that twelve sets of 10" forgings every twelve months, did not mean and could not be made to mean, except by arbitrary ruling, one set every month, and that the Bethlehem Iron Company have not had the opportunity of presenting their case to the Secretary of War, but up to this writing without avail.

This communication has grown to larger proportions than



of each set of forgings for each month of delay in delivery. The last four sets are not necessarily to be delivered at one time. They are to be delivered at the rate of fifteen sets every twelve months, or one set in every twenty days. Counting each month thirty days, for convenience, the twentieth set should have been delivered May 20th, 1931, and it was not delivered by June 20th, the 2/10 of a cent per pound per month should be deducted from May 20th to the date of delivery. It follows that the delivery of the first set was due June 10th, and it not delivered by July 10th, it is liable to the 2/10 deduction from June 10th to the date of delivery. The same rule should apply to the 22nd and 23rd sets, which delivery dates are July 1st and July 20th respectively.

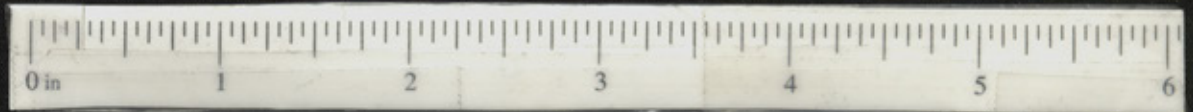
L. A. GRANT,
Acting Secretary of War.

This covers the decision of Gen'l Grant, Acting Secretary of War, under which the Department is now seeking to impose penalties upon us. Please note that we wrote under date of September 24th, 1931 asking if the Ordnance Department "has any objection to our referring the question to the Secretary of War, as provided for in the last paragraph of Sec. 1 of the Contract"; the reply received was the "7th endorsement".

We have during the present month driven by argumentative correspondence to convince the Department that twelve sets of 10⁶ forgings every twelve months, did not mean and could not be made to mean, except by arbitrary ruling, one set every month, and that the Bethlehem Iron Company have not had the opportunity of presenting their case to the Secretary of War, but up to this writing without avail.

This communication has grown to larger proportions than

en. O.O. Howard
I intended, but I
fully.
It would afford



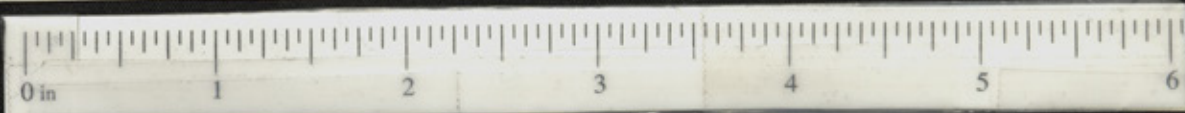
Gen. O.O.Howard - 9.

I intended, but I desired that you should understand the case fully.

It would afford us real pleasure if you could induce Secretary Elkins to accompany you in a visit to our establishment.

Very respectfully yours,

Robt H. Sayre



James P. H.

Wm. Dickinson Jones

I am very glad to hear that you should understand the case

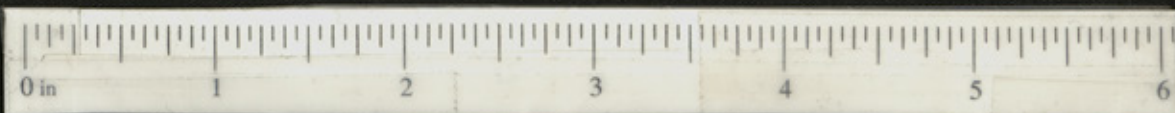
It would be a great pleasure if you could indicate some-

thing to me in a visit to our establishment.

Very respectfully yours,

Wm. Dickinson Jones

for



THE WESTERN UNION TELEGRAPH COMPANY.

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 guarded 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, beyond the amount of tolls paid thereon, nor in any case where the claim is not presented in writing within sixty days after the message is filed with the Company for transmission.

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 |
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RECEIVED at PRODUCE EXCHANGE, NEW YORK.

629 Aug 25 1892

Dated

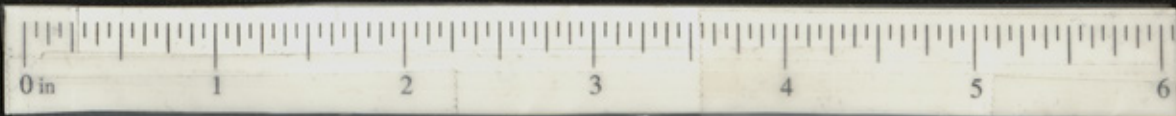
Mt Lake park Md 25

To

Gen O. O. Howard

Govro Island

Gen Orland Smith wires that Supt Pullman Car Co wires that Conductor will return tomorrow & he will investigate the loss of your pocketbook Margaret E. Pierce



Pearce, M. L.



GEN. O. O. HOWARD, PRESIDENT.
REV. JOSEPH B. CLARK,
REV. WILLIAM KINCAID,
REV. WASHINGTON CHOATE,
SECRETARIES.
REV. A. H. CLAPP, TREASURER.

American Home Missionary Society.

SUPPORTED BY THE CONGREGATIONAL CHURCHES OF THE UNITED STATES.

BIBLE HOUSE, NEW YORK CITY.

DEPARTMENT
NEW MEXICO AND ARIZONA,
REV. E. LYMAN HOOD,
SUPERINTENDENT.

ALBUQUERQUE, NEW MEXICO. Aug 25', 1892.

General O.O.Howard,

President, American Home Missionary Society,

My Dear Sir and Bro.,---It was not my good fortune to be present at the Washington meeting to join in welcoming you as President of our Society and I write this note to tell you how pleased we, at the front, are to have you lead us in the good work.

In the Territories of New Mexico and Arizona, owing to the large number of men stationed here, the U.S. Army is more prominent than in any other portion of our land. Your name is, therefore widely known and honored among us and will strengthen our work greatly.

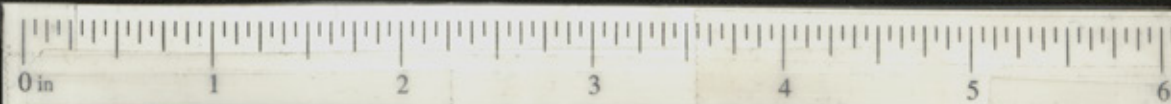
If there is missionary ground anywhere in the world, it is here in N.M. & Arizona; the oldest settled region of our country, yet the newest and crudest withal. One-fifth the Indians of the U.S. are residents and more than 100,000 Mexicans, the adopted children of Old Spain, are beginning to seek the light after dwelling in the darkness of ignorance and superstition for four centuries. A Mexican race, the Spanish language, a French, Jesuit priesthood and the Roman religion----- these are they who form the 85 per cent of the population now knocking at the door of Congress to be admitted into the sisterhood of the States.

We should be very glad to have you visit us. My acquaintance with the officers of the different posts has been very pleasant. Not all of the Posts have chaplains and the bishops and superintendents are always welcomed and religious services are not infrequently held.

All of the churches of our faith, save one, are dependent upon the Society. We are still very weak, but the Lord is blessing us

and the work moves forward slowly but surely.
With kindest Christian regard,
Sincerely yours,

E. Lyman Hood.



Heed, E. Lyman.

London, New York, Aug. 21, 1892.

C. O. Johnson,

London, New York, Aug. 21, 1892.

My dear Sir,

I have the honor to acknowledge the receipt of your letter of the 19th inst.

and in reply to inform you that the same has been forwarded to the proper authorities.

I am, Sir, very respectfully, your obedient servant,

E. Lyman Heed.

I am, Sir, very respectfully, your obedient servant,

E. Lyman Heed.

I am, Sir, very respectfully, your obedient servant,

E. Lyman Heed.

I am, Sir, very respectfully, your obedient servant,

E. Lyman Heed.

I am, Sir, very respectfully, your obedient servant,

E. Lyman Heed.

I am, Sir, very respectfully, your obedient servant,

E. Lyman Heed.

I am, Sir, very respectfully, your obedient servant,

E. Lyman Heed.

I am, Sir, very respectfully, your obedient servant,

E. Lyman Heed.

I am, Sir, very respectfully, your obedient servant,

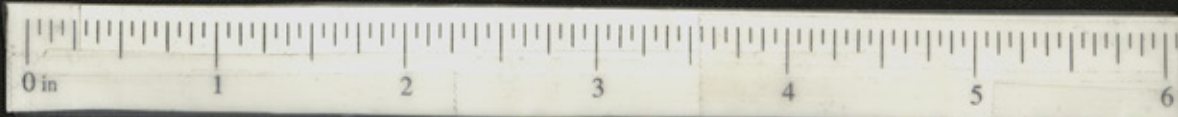
E. Lyman Heed.

I am, Sir, very respectfully, your obedient servant,

E. Lyman Heed.

I am, Sir, very respectfully, your obedient servant,

E. Lyman Heed.



79 301 West 40 St
New York
Aug. 25/89

Moran, M. H.
"

Dear Sir

I have not seen or
heard anything of Mike
Moran since a year last March.
But I think he is in Brooklyn.
I heard he was married before
& was living in Bergen Point.
But I have not received any
support from him.

General what would you
advise me to do will you
please answer this and let me
know as my health is not
extra good & I think I ought
to have support from him.
My Brother does not want
me to bother about him
because he don't think ~~his~~ is
worth the bothering a



I hope you will favour me
by answering this at once.

I don't know as you will
remember me but I was in
your employ a year or two
ago when I got married
and left with Mike Moran.

I remain Yours Respectfully

Maggie Hazelton Moran

In care of Miss O. McLaughlin
501 West 40 St

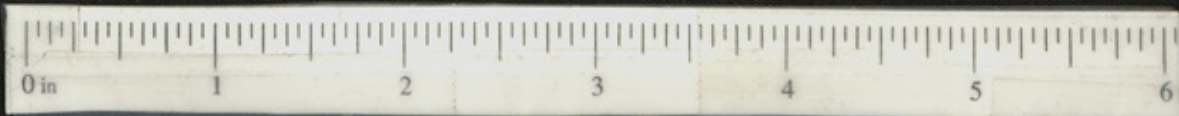
New York

P.S. General I have not been
working for some time and

I am staying with my cousin

Please answer soon

M. H. M.



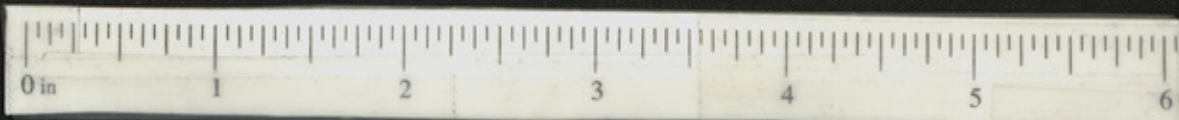
Strickland, Lizzie

Richmond Ind Aug. 25th 1892

My dear Cousin

I am afraid
you will have a sur-
feit of letters from
us this week as
Mother wrote you a day
or two since. The en-
closed letter will
explain itself.

Mother was engaged
this morning and
asked me to write
for her. Mr A. C.
Parker is a warm
personal friend
has been



recurs what it is best as it
we feel it was a blessing.
With love and in haste
your aff. Annie
Aggie Pickard

business Ag¹ I have
for twelve years
and his wife is
one of my dearest
friends. He was
a warm friend of
Father and is an
intimate friend
of the Anker.

Mother says any
favor you could
do him would be
much appreciated
by her.

What he refers
to as the reference to
Annie and Dr. B.
is a mis hap which
happened recently
but as Annie is
doing well and
there were some



Walker Brothers & Co.,

Investment Bankers,

35 Broadway.

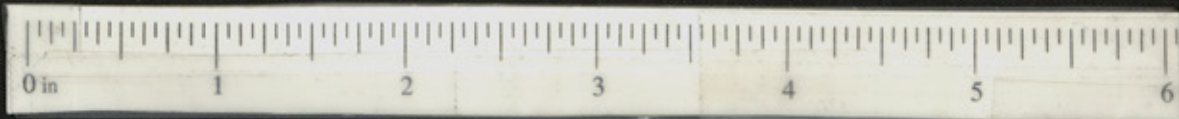
New York, August 23^d / 89

Dear Mrs Strickland

Richmond Ind

As you are aware I shall be located in Mexico for sometime, on business matters, and it will be pleasant to have good recommendations from our Officials here to the Officials there. General B. Reyes, is Governor of the State I shall be located in, and a letter from, General O. D. Howard giving me at your solicitation, would be very pleasant for me, and might do me a great deal of good, as this asking too much, and would it be a trouble to you? I am so sorry for Annies affliction, Tell Dr to keep a brave heart, a bright sun will shine for him and his loved ones before long. If you do not think my request unreasonable, please have the General to address his letter to me, care of Murray Hill Hotel, with love to ^{all} of your dear ones, very truly yours

Alvin E. Crocker



Wester. C. C.



Brookhaven, N.Y.
Aug. 25, 1892.

My Dear General.

I am very anxious to get two of my daughters into the Cooper Union to learn certain branches of art that will be of service to them when there are thrown upon themselves for support.

As it requires considerable influence to get them in with good standing I wish to be in the good graces of the Hon. Abram Hewitt

who is secretary of
the Minn.

You are probably
personally acquainted
with him, or if not
he knows very well where
you are.

Will you be so
kind as to give to me
a note to him indorsing
me as one worthy
of confidence in this
matter? Most oblige,
yours truly

J. C. Schell
W. S. Aug.

S. A. FISHER,
COUNTRY REAL ESTATE.
KERN COUNTY ESPECIALLY.

20 Acres up to 40,000. From \$1.50 to
\$500 per acre.

OFFICES
CHESTER AV. BAKERSFIELD,
AND
12 MONT'G. STREET, ROOM 8

San Francisco,

Aug 25th 1892

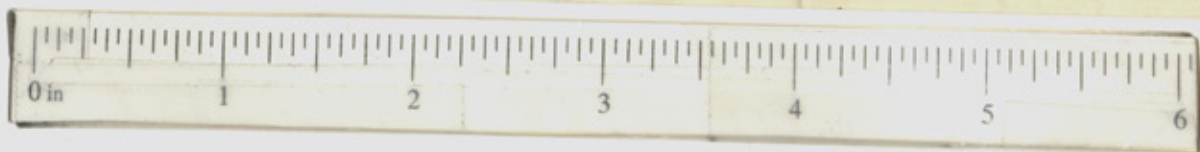
Genl C. C. Howard.

Governors Island N.Y.

Dr General

I have some offer (\$10 per acre)
Cash for your South $\frac{1}{2}$ Sect 7- 31- 29- Kern Co
Should you still wish to dispose of same as
before, write me please, in or same at
my expense I remain &c

S. A. Fisher



S. A. FISHER,
COUNTY REAL ESTATE.
KERN COUNTY ESPECIALLY.
A commission from \$1.50 to
\$500 per acre.

OFFICES
CHESTER AND BAKERSFIELD,
AND
MOUNT STREET ROOM 8

Aug 28 1892

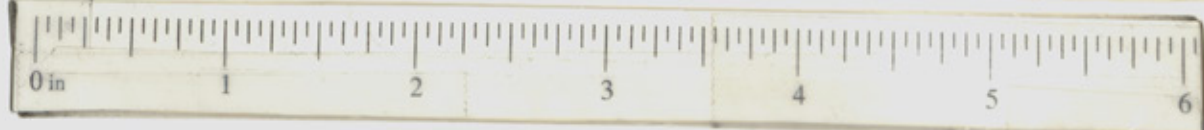
Dear Sir,

Wm. D. Fisher
C. C. Howard
J. J. Howard
J. J. Howard

Wm. D. Fisher
C. C. Howard
J. J. Howard
J. J. Howard

I have some offers (\$10 per acre)
Cash for your tract of about 7-31-27-1000
Should you wish to dispose of same as
before, your appearance, in or out of
my office I remain &c

Wm. D. Fisher



E. OELBERMANN, Pres.
JOHN W. MURRAY, VICE-PRES.
JAMES A. SILVEY, 2D VICE-PRES. & SEC'Y

PACIFIC DEPARTMENT
GEO. H. TYSON, GEN'L AGENT, SAN FRANCISCO



AGENCY OF
German American Insurance Co

Of New York

CAPT. J. A. SLADEN

Special Agent

PORTLAND, OR.

CASH CAPITAL, \$1,000,000.00 TOTAL ASSETS, \$5,600,000.00

Spokane Wash Agency Aug 26th 1892

Major General Howard. U. S. Army.

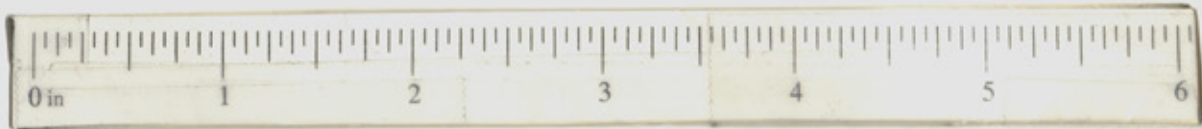
My dear General.

I have just received your letter concerning the Scout or Guide. Wood is in the East, possibly Colorado, and will not return for some weeks, but I will see him when he does return and attend to the matter.

I rode with him from Pendleton to Baker City two or three weeks ago, and he was en route to Colorado Spgs. to visit Mrs. Wood. Poor dear Mrs. Wood; she is following in the foot steps of her mother, consumption having developed during the last few months. She is permanently at Colorado Springs with Annie for company, the rest of the children being scattered, Corinne being now on a visit to Chief Joseph's camp, where he has been for some weeks. Woods happy home is broken up.

I have not been home for two months, but shall soon return. Give my love to Mrs. Howard and the children. Your name in papers catches my eye and interest. With sincere regards
Yours very truly

Sladen.



Stearns
Jas.



CAPT. J. A. SLADEN
Special Agent
PORTLAND, OR

CASH CAPITAL \$1,000,000.00
TOTAL ASSETS \$5,800,000.00

Of New York

German American Insurance Co

AGENCY OF

DEO. H. TYSON, Genl Agent
SAN FRANCISCO

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D. C. HURD, PRES.
FRANK E. WHEELER, VICE-PRES.
D. MCINTYRE, REG. SECY.
E. L. WELLS, TREAS.

YOUNG MEN'S CHRISTIAN ASSOCIATION
OF UTICA, N. Y.

F. D. LEETE, GEN'L SECY.
F. L. RILEY, PHYS. DIR.
W. MORETON OWEN, ASST. SECY.
GEO. O. GREENHILL, OFFICE SECY.

74.

Aug 26, 1892

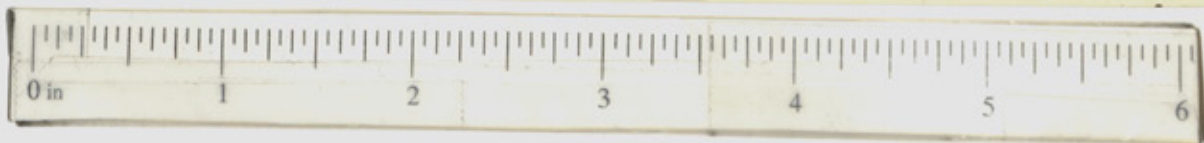
Dear Sir & Bro.,

You know the story of the unfortunate. The fact is, there's an audience of 700 young men in the City of Utica who want to hear Gen. Howard, and to whom his religious testimony would be of great influence. Can you not give us a Sunday during the coming season, and add to our efforts the weight of your assistance? If you will name any date agreeable to you, I am sure that we can arrange the details satisfactorily. Hoping for a favorable answer

Yours Sincerely

F. D. Leete

Maj. Gen. O. O. Howard



F. D. LESTER, GENESEE, N. Y.
F. L. RICE, NEW YORK
W. MORETON OWEN, NEW YORK
GEO. O. GREENHILL, GENESEE

YOUNG MEN'S CHRISTIAN ASSOCIATION
OF UTICA, N. Y.

W. L. BAKER, NEW YORK
D. B. WILSON, NEW YORK
J. L. BAKER, NEW YORK

Aug 26, 1892

Recd. 7. 11

Dear Sir,
I have known the story of the unfortunate
The fact is there are numbers of 700 young
men in the city of Utica who want to hear for
themselves, and I have his religious testimony
would be of great influence. Can you not
give us a Sunday evening the coming season
and add your efforts to the night of your as-
sistance? If you will name our date and
place, I am sure that we can arrange the
details satisfactorily. Hoping for a favorable
answer

Yours sincerely
W. L. Lester

Wm. L. Lester

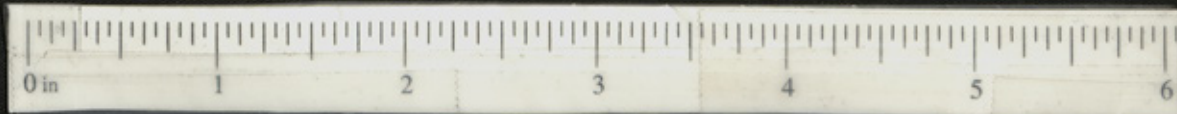


Arthur and Chat

86
WAR DEPARTMENT,
Surgeon General's Office,
WASHINGTON.

Aug. 27. 92.

My. New General.
Yours with Mr.
welcome. from Dr Scott.
of Richmond had was.
deemed - L^r Dr Hunt.
was. sent to Dr Elgert.
for observation and,
treatment. as his



Diagnoses were being
since personally
recd. Dr. Gooding's
"Lap" and consult,
with him in regard
to the Lumb. case,
and let you know
his opinion early
next week,

Very truly yours,

C. S. Muland

Chas. C. Monahan
Candy Office. San Antonio





THE VERMONT CENTENNIAL COMMISSION.

H. L. STILLSON, Historiographer.

SP

Bennington, Vt., Aug. 27th, 1892.

My dear General.— I send you today, express paid, a copy of the Centennial brochure. I hope you will be pleased with its style and contents.

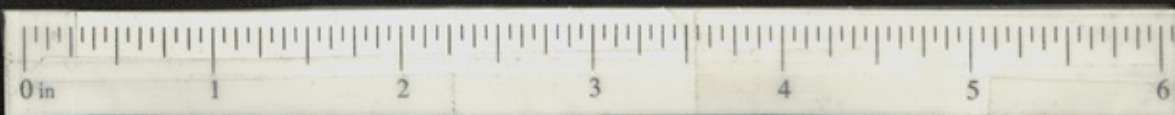
The public sale is not yet open, and price not yet fixed, but we are distributing copies to the guarantors, speakers, etc., at the nominal price of \$1. per book. Should you desire any number of copies, that will be the price to you with the others. I should be pleased to know what you think of the work.

Awaiting your reply. I remain
Very respectfully Yours, etc.
H. L. Stillson

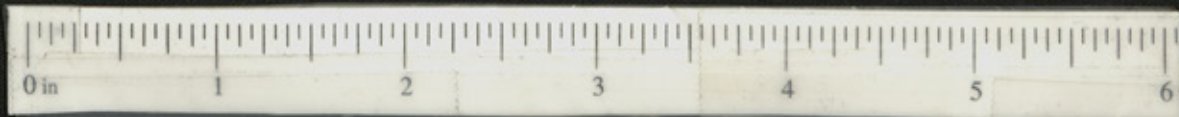
Major-General

Olin Otis Howard, U.S.A.

Your half-ton plate will be forwarded to you in due time. I thought best not to break up the assortment of plates until we were sure that no accident or mistake in the binding would necessitate further use.



Steven H. 3.



143
Dear Sir:-

235 Kearny St., San Francisco, August 27, 1892.

The meeting last Thursday evening was the most enthusiastic in the history of the 78-Canal enterprise. Nearly everybody present promised to subscribe for stock in the Company.

We must have 150,000 acres subscribed in order to build the Canal, and as there are over 400 owners to be interviewed, we believe you will see the necessity of prompt action on your part, if we are to have water upon the lands by next Spring.

This enterprise now belongs to the people, and it is for them to say whether the 78-Canal shall be constructed or not. You are one of the people. Will you not do everything in your power to help the scheme forward? And can you think of any more effective way of helping than by signing the enclosed subscription list? Please note that you will not be asked for the money until some responsible contractor has agreed to construct the Canal to your land for the sum then subscribed. Is it not a fair proposition? Will you not sign the list immediately and return the same to me, so that we may know that you are with us in a substantial way?

If you cannot spare the money, and your land is patented and is free from encumbrance, we can get you a loan of \$4 an acre thereon, to run either 3 or 5 years at 8% interest. If you sign, kindly inform me, when you return the list, if you wish us to get the money for you.

I shall be pleased to give you any information concerning the enterprise you may desire.

Yours truly,

J. W. Morshup
Agent 78-Canal Co.



(3)

235 Kearny St., San Francisco, August 27, 1892.

Dear Sir:-

The meeting last Thursday evening was the most enthusiastic in the history of the V8-Canal enterprise. Nearly everybody present promised to subscribe for stock in the company. We must have 150,000 acres subscribed in order to build the Canal, and as there are over 400 owners to be interviewed, we believe you will see the necessity of prompt action on your part, if we are to have water upon the lands by next spring.

This enterprise now belongs to the people, and it is for them to say whether the V8-Canal shall be constructed or not. You are one of the people. Will you not do everything in your power to help the scheme forward? And can you think of any more effective way of helping than by signing the enclosed subscription list? Please note that you will not be asked for the money until some responsible contractor has agreed to construct the Canal to your land for the sum then subscribed. Is it not a fair proposition? Will you not sign the list immediately and return the same to me, so that we may know that you are with us in a substantial way?

If you cannot spare the money, and your land is patented and free from encumbrance, we can get you a loan of \$5 an acre thereon, for ten either 3 or 5 years at 8% interest. If you sign, kindly inform me, when you return the list, if you wish us to get the money for you. I shall be pleased to give you any information concerning the enterprise you may desire.

Yours truly,
Wm. H. H. H.
V8-Canal Co.

Verdun J. W.