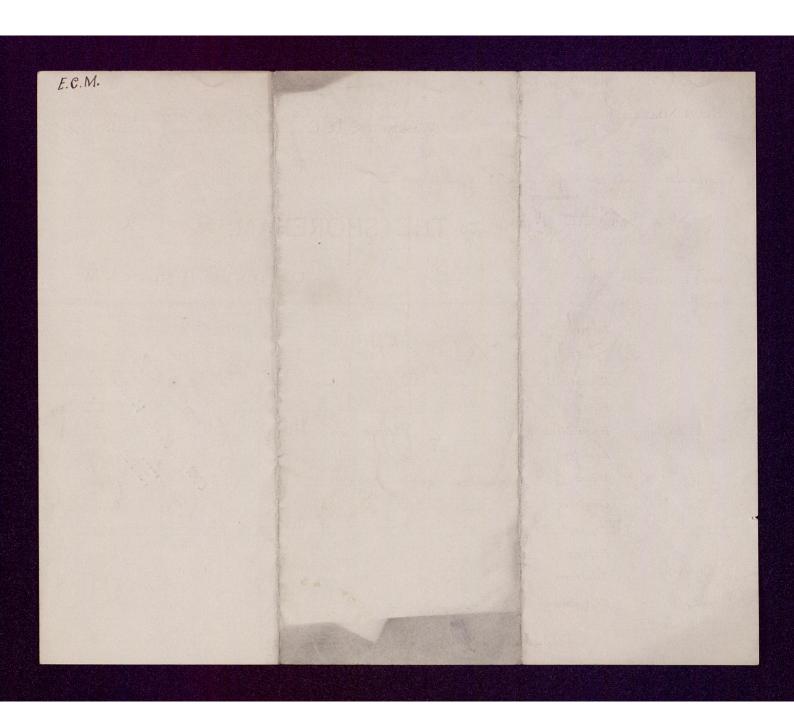
M. C. C. Means TO THE SHOREHAM, Dr. COR. 15TH AND H STREETS N. W. JOHN T. DEVINE Restaurant Fires Extra Meals Service Laundry Wines Carriages Baggage Express Telegrams Bills Paid

ROOM No...





MINERS AND SHIPPERS OF ASHLAND COAL LUMP, NUT AND SLACK.

PROPRIETORS OF A SHLAND FURNACE:

Kentucky litho, Co. Lauisville.

ASHILAND, KY, Jon 13- 1500

Dear Aunt Margaret:

We returned yesterday from Washington awhere we heard the Means Will Case argued before the full bench of the United States Supreme Court-

Father, Jon Adams, Jon Culbertoon & I represented the interested ones for our side and Pearl for the other. Mr. Maxwell argued for us and Glidden & Harmon for the Trustees etc. Mepers Hager & Anderson while present did not address the Court.

While of course both sides are confident of wirning, eve are not discouraged by any new developments in the revork of the fact week-

Pearl was friendly and said she Loped the ease would soon be decided one way or the ather.

I asked where she was employed now and she said at the Paibical Justitute in Shewyork State.

Miss Lindsay is visiting Ruby. Mr. Ringo event South yesterday for a vacation.

I shall endeavor to send you statements of your affairs next week- With love- your affectionate nepher E.C. Tueaus

MINERS AND SHIPPERS OF ASHLAND COAL LUMP, NUT AND SLACK.

PROPRIETORS OF ASHLAND FURNACES MANUF'RS OF PIG IRON.

Kentucky Lithe, Co.Louisvi

ASHILAND, MIX., Jan 20 = 1900

Dear Aunt Margaret:

Therewith I enclose (Itrial balance

taken from your books at close of business Jany 2 nd 1900

- I List of Assets, with Book values and Estimate values of same-
- (3) Profit & Loss Account, Stenes of Jakes, Repairs and Commission-
- (4) Sterus of Donations and Expenses from Jany 4 = 1899 & Jany 2 = 1900
- (5) I terus of Dividends, Interest and Rents "
- 16) List of Bills Receivable -

your income was \$18.290.35 and expenditures \$11.014.24 leaving a balance of \$7.276.11 to be carried to capital

Stock Account.

From the List of Assets (2) you will find the book value of your Estate is \$397.976.90 - By adding the gain for the year of \$7.276.11 to the Capital Stock account, as shown on Inal Balance, \$390.700.79, you get that amount-

I have made an estimate of the value of your assets from market quotations, where the stocks and bonds are satisfy and where not, have used my own judgement as to value. As a total it makes the values about equal to the book values. You will notice that you have a large amount of money in banks to be invested. It is difficult at

MINERS AND SHIPPERS OF ASHLAND COAL LUMP, NUT AND SLACK.

PROPRIETORS OF ASHLAND FURNACES MANUF'RS OF PIG IRON.

Kentucky lithe, Co. Louisvi

ASHLAND, KY,

18

#2

This time to feurchase good recurities without accepting low rates of interest. I have been in hopes that the conditions would change but I see us immediate prospect. I see Norfolk & Wretern RR 4% Bonds quoted at 93% his some of these could probably be purchased at 94% and are long term bonds. I believe it would be well to invest say \$5000.00 in these bonds as I consider the Norfolk & Wretern RR will become more & more rainable. Its 6% bonds are quoted at 130% hid but are shorter term bonds and do not yield so high a rate when the premium paid for them is considered. Its prefered stock is quoted at 70% and common stock at 25% %

In the lineimati papers I do not find the Pennsylvania RR. bonds quoted but its stock is quoted at 128 to bid.

I believe its bonds, after considering premiums yeild about 34% of If there are any questions you wish to ask about the papers herewith enclosed, I shall be pleased to answer them.

With love pour Ruby, H. E. & myself

Your affectionate ne phen;

E. C. Eneaux

MINERS AND SHIPPERS OF ASHLAND COAL LUMP, NUT AND SLACK.

INCORPORATED.

PROPRIETORS OF
ASHLAND FURNACES
MANUF'RS OF PIG IRON.

lectucky litho Co Invissing.

ASHILAND, To., Jan 30 th 18 1900

Dear Aunt Margaret:

Ant Laving received any acknowled general of the receipt of my letter to you of the 20th west with enclosures, I write again to learn if you received it.

Induesday, 31er, we are to have a meeting of Means, Kyle & Co to consider a further reduction of the Capital Stock, I presume a one-eight reduction will be made which will return to your \$3,000 as your share-Therewith I enclose you a list of bonds sent Out by Stenry Clews & Co I have marked:

Cherapeake & Ohir Gent Montgage 4'2 % due 1992 - 974 Chicago & Northwestern debeutures 5%. " 1909 - 1072 Cleveland, Circumati, Chicago + St Laws Gul Mye 47, " 1993 - 95 & Oregon Short Line 12 low. Altge 5% "1946-112 Southern Ry 12 Cous. Mage 54, "1994-1073 Frabush RR 1st Mtge 5%, 1939 115 3 I believe it would be safe for you to week \$5.000 in each of the above bonds or in any of themwith much love

Your affection ate rephew: E. C. Presaux

MINERS AND SHIPPERS OF ASHLAND COAL LUMP, NUT AND SLACK. PROPRIETORS OF

ASIMIAND, MY., Feb 10 " 1900

Dear Aunt Margaret;

yours 9th with check of Norton From Norks for \$3720 received this afternoon-Ruby today has mett with her first great sorrow in the loss of her father who died last night at At Petersburg Fla. Where he had gone in hopes of benefitting his health. A letter from him to his wife received Thursday told of his being sick. A telegram Friday from a Dr. Welch stated that his condition was critical awing to heart failure. Mrs. Ringo and her son Cresap left this morning at it to go to Florida. The telegram armouncing Mrs Ringis death was received at 10°45 and forwarded so as tobehanded Mrs R & C. on train a few wiles South of Levengton Ry. They will return tought at midnight. In have wired Mrs. R's brother who was at St Petersburg to send the body here-In were all under the opinion that the trip enouls afford him rest and allow him to regain his strength but his condition was worse that we thought-With love from Ruly Dungalf Your off. nepheur;

E. C. Tueaus

To the Board of Directors of The Low Moor Iron Co. of Va.

Herewith I beg to submit report for the six months ending December 31st, 1899.

During the entire period, operations at both furnaces have been pushed as much as possible. There has been produced 40,586 tons of iron. The iron made has not been satisfactory as to quantity, and there has been considerable variation in the work of both furnaces, resulting in the failure to produce our usual proportion of No. 1 and No. 2 foundry. The failure in this direction is accounted for apparently by the insufficient supply of good furnace hands and other labor; also by our failure to receive sufficient and regular supply of good coke. So great has been the variation in our coke supply that during this period the Covington furnace has been frequently banked for a number of hours at a time.

Some of these difficulties were mentioned in the report of August 16th, 1899. They have continued, and have been excessively irritating, and made the handling of our product extremely difficult. Had we been able to supply orders that were available to us on the higher grades of iron, the report for the six months would have been far more satisfactory. We have undoubtedly missed a great many orders from our inability to furnish iron of the grades in demand, and these at excellent prices.

For detailed statement of operations, both at the furnaces and at the mines, you are respectfully referred to the report of our General Manager, which is submitted at this time.

The statement herewith submitted has been prepared in the usual form and will explain in detail all financial

The profit and loss account indicates an increase of	. \$164,176 99
Add amount paid in dividends,	29,994 00
Making a total for the six months of	194,170 99
The increase in the sinking fund is	6,184 21

The amount remaining due on property acquired, and for which the Company's notes have been given is

The increase in the amount of inventory and quick assets is \$111,000.00. Of the \$500,000.00 bonds which have been authorized by the Stockholders, only \$200,000.00 have to date been issued.

The Treasurer would recommend a dividend of 11/2% payable March 15th, 1900.

FRANK LYMAN,

Treasurer.

LOW MOOR.	the state of	COVINGTO

LOW MOOK			COVING	TON.	
IRO	N MADE	IRON SHIPPED		IRON MADE	IRON SHIPPED
July 4,83	39 200	3,510 120	July	2,829 1200	2,911 1958
August 4,50	00 900	4,755 248	August	2,812 300	2,442 2144
September 4,4		3,693 1476	September	2,482 1900	2,087 2124
October 4,58	0 1400	5,561 2052	October	2,286 1400	2,703 1656
November 4,08	36 1200	3,583 756	November	2,139	2,106 2008
December 4,18	33 1100	4,558 *196	December	1,951 1600	1,369 108
Total	34 1100	25,608 2268	Total	14,501 1800	13,572 2268

### CONDENSED BALANCE SHEET. THE LOW MOOR IRON COMPANY OF VIRGINIA.

Coke Owns, Low Moor         8,037 17         Bonds (tisued)           Feyarte Coal Mine Investment         16,000 00         Notes for deferred paymen           Ferwick Mine Houses         10,420 15         Bills Payable (current)           Femwick March         20,301 43         Wages           Femwick Washer         779 55         Hospital Fund           Femwick Washer         10,77 50         Unsetted Accounts (current for the formation of the formatio	(land) 70,900 (
Expertic Coal Mine Investment.   10,000 00	(land) 70,900 (
Permitted   Mine Houses   10,450   16	
Committed Mines (Development)   8,071 21   1018 sepaine (current)	
Feanwick Kaliroad         26,381         43         wages           Remvick Washer         772         95         Hospital Fund         Forenwick Washer         19,073         50         Unsettled Accounts (current accounts for Fourier March 19,000         4	
Femwick Washer	
Fearwick Mine Investment   St. 077 50   Unsettled Accounts Ceurren   Accounts Ceurren   Accounts Ceurren   Accounts Description   Accounts bearing Interest.   King Bridge Co. 0.838 in 80   Accounts Description   Accounts Descri	911 70
Jackson Kiver Bridge         13.574         50           King Bridge Co.         9.843         33           Kay Moor Mine         47.853         96           Kay Moor Mine         99.853         55           Kallroads and Equipment         99.853         55           Real Estate         807         229         94           Romsey Mine (Development)         9.287         02         Furnace Repairs Fund—Lo	49.459 23
King Bridge Co. 9,843-33 Kay Moor Mine 47,855-96 Staliroads and Equipment 99,895-55 Staliroads and Equipment 99,895-55 Insurance Fund Keal Estate 807-29-94 Insurance Fund—Loc Runsey Mine (Development) 9,287-02 Farnace Repairs Fund—Lo	
Kay Moor Mine         47,835 99         Sinking Fund           kallroads and Equipment         99 895 55         Sinking Fund           ceal Estate         807 229 94         Insurance Fund           kamey Mine (Development)         9 287 02         Farnace Repairs Fund—Lo	142 322
Railroads and Equipment         99,885-55           Real Estate         807-229-94         Insurance Fund           Runsey Mine (Development)         9,287-02         Fu:nace Repairs Fund—Lo	
Real Estate	
	0.004.00
	Moor 6.504 80 84.931
Rumsey Railroad 26,069 16 Profit and Loss	
Valley Ore Go, Investment 50,917 43	
Inventories 227,286 93 Furnace Repairs Fund—Covington 3,386 08	
Repairs to Stoves—Low Moor	
25.630 67	
Cash with Treasurer	
Cash with Agent	
19,399 06	
Bills Receivable	
Lee N. Gordon 2,808 75	
W. L. Dame 1,224 19	
\$1,834,233 81	
\$1,0)4,200 01	¥1,884,288

### STATEMENT OF TREASURER'S REPORT-SIX MONTHS ENDING DECEMBER 31, 1899.

		ORE.
INVENTORY.	12.010.50	Produced         54,889 tons           Purchased         43,323 tons
Blast 8 B Blast 4 C Mines Stack Mine Stack Mine Iron Mountain Mine Rumsey Mine Feawick Mine Linestone No. 1	23 381 47 9.811 87 6.772 28	Used:         Low Moor.         50,509 tons           Covington         33,143 tons         92,712 tons           On Hand:         Low Moor         5,000 tons           Covington         8,000 tons           Sack Mine         2,340 tons           Dolly Ann Mine.         460 tons           25,800 tons         25,800 tons
Fem wick Buildings.	2 124 50 2 833 69 2 103 82 2 722 33 2 041 27	CIMESTONE.   28,202 tons   Purchased   28,202 tons   16,627 tons   43,829 tons   16,627 tons   27,148 tons   Covington   16,216 tons   45,394 tons   20 and 16,204 tons   20 an

MINERS AND SHIPPERS OF ASHLAND COAL LUMP, NUT AND SLACK.

PROPRIETORS OF ASHLAND FURNACES MANUF'RS OF PIG IRON.

ASHIAND, KV., Mar 12 1 1900

Dear Father;
Yours 9th inst at Land, Was pleased

to receive a letter from you-

Mr have heard nothing from trashington but expect wood every Monday afternoon - A man has been here recently offering a book by Justice Brewer, the has been promised several orders, \$35 = on soudition of a favorable decision.

I note your four chases and see N. U. has sold under 82, on Friday lash. I presume it would

he now taxable in Ky as it pays taxes here.

Toverments are probably a good sale now, if non taxable securities can be obtained in place,

and later buy Governments in small lots-

It would be well for you to take a few biegele lessons in New york. I did so in Pooston to good

advantage -

The oil well at Clinton Fee proved to be a disterbut I believe They will drill a second one soon -Tuby & S&E, are well and join in love to all Your aff Son: E. C. Means

Cooke 12 March 1900 Cooke 12th March 1900

MINERS AND SHIPPERS OF ASHLAND COAL LUMP, NUT AND SLACK.

PROPRIETORS OF ASHLAND FURNACES MANUF'RS OF PIG IRON.

Kentucky litho, Co. Louisville.

ASHILAND, MX., Mar 12th 181900

Dear Aunt Margaret:

Leverith I enclose you draft of the Ashland Nat!
Bank upon Derryork Bank, payable to your order, for
One thousand (\$10000) Wallars.

I have purchased for your account Fibe bonds of One thousand (\$1,000 =) Wollars each, bearing 4% interest, of the Cleveland, lincimati, Chicago x St Louis Railway Con, interest payable semi-annually by sheek. The bonds are registered in your name-

of the same bonds making ten in all.

The present indications are that the A.C. T. Ry Convill succeed in selling their 4 % bonds to the Security & Trust Con and will not sell a 5 % bond to the former bond awners as first proposed.

If this is done the stockholders of the Alord. Ry Convill soon be receiving regularly 5 or 6 % annual dividends which will add to the value of their stock.

The have effected a consolidation of the Ashland Fire Brick for and the Clinton Fire Brick morks. by The

MINERS AND SHIPPERS OF ASHLAND COAL LUMP, NUT AND SLACK. PROPRIETORS OF ASHLAND FURNACES MANUF'RS OF PIG IRON.

ASHLAND, KY.,

18

M. A. M. # 2

former issuing an equal amount of stock for the stock of the latter. I have fout this through in order to be relieved of the eares devolving on me in looking after the Clinton &. B. Troks. Your Loldings in the Ashland &. B. En are - 44- shares, \$44000, same as in the Clinton - I have been elected a director of the Ashland &. B. En to represent the friends with me in the Clinton -

This year should be a profit earning one in the fire brick business and I should not advise selling out just yet except for a considerable premium. In paid a 10% dividend last mouth in the Clinton and on the basis of consolidation I judge the stock to be worth 125% and the chances in favor of dividendo to the amount of 25% during the year-

Ruby keeps well and goes about the house as usual. H.E. walked with Mrs Ringo, Buckner & me to the cemetery yesterdaywith much love

Your affectionate replen:

E.C. Eneaux

MINERS AND SHIPPERS OF ASHLAND COAL LUMP, NUT AND SLACK.

ASHIAND, MY., Mai 15" 10900

My dear Father:
The have snow 3 inches deep this morning. Nat very cold however and will probably melt soon-

At a meeting of the blinectors of the Steel Co yeslerday it was decided to feet an additional engine in the Rodskill and thereby increase its copacity. This will involve new boilers etc =

About the first of the revorth we gave Meachan an option on stock in Means Kyle & low on basis of \$500.000 m for all, to expire April 5th . If not accepted this will allow apportunity for another reduction of stock prior to April 10th, tax day in Ohir-

Mr. J. C. Fischer has seenewed his foroposal to me to accept service with his Lumber On and I have agreed to give him final answer by 24th was, whether or not I shall go with his low May 1st . I am inclined to accept his offer but hold it open until you return. Ruly continues well, A.E. has cold-

With love to all - your aff. Son!

E. C. Means

15 Har 1900 Conker 18th March 1900

In & Covington/ly hunis. Dear Sis In reply to your request for the and of Rout I have beard to him & A xlynes & wile state that & entered The house at Eight Sol goo) Per mouth on the 14th Restamber I house Paid from porty Dollarb. 40 and up to the present time and I will pay him Eight Dollard 8 ou tomorron o Re Coop

MINERS AND SHIPPERS OF ASHLAND COAL LUMP, NUT AND SLACK.

PROPRIETORS OF ASHLAND FURNACES MANUFRS OF PIG IRON.

Kentucky Litha, Co. Louisville

ASHLAND, KY., Mar 3/2/8/900

Dear Sunt Margaret:

Tohile three is nothing new to report at lowe, I believe Charley has about sold us out of Means, Kyle & Co to some her York parties - The option last given to Mr. Meachan expires April 5th and the representative, a Mr. Davis, of the Newyork parties that have the purchase under consideration, will be here Monday for a second and final examination of the books of the company. Mr. Meachan writes to Charley that he thinks Mr. Davis will be prepared to complete the purchase Tuesday or Widnesday next-If the sale is made your 21 shares of stock well realize \$ 29.925 thes \$ 4 20 revenue stamps - I would have named a price that would have netted you \$ 30,000 a but Jour Adams was in favor of a lower price and as the family wanted to sell out I did not suresh and as you get within \$ 80 = of that arrivered I hope you will be pleased with the sale, if made- If the price of non keeps up it will be as good proper chaser but if the price of evon declines



MINERS AND SHIPPERS OF ASHLAND COAL LUMP, NUT AND SLACK.

PROPRIETORS OF ASHLAND FURNACES MANUF'RS OF PIG IRON.

Kentucky Litha, Ca. Lauleville.

ASHLAND, KY.,

18

I believe you will be pleased with the sale and The purchaser disappointed -If Means, Kyle & Co can be sold why not A. C. F. ?. As the new boud cale of the A. C. T. J. will pay you and I other the amounts loaned to the company and a purchaser may be found for the stock am again considering Mr. Fischer's after to enter the lumber business - Father approves of the changes and I have tendered my resignation. The A. C. V. directors when they found I wanted to leave their employment very prompetly affered to increase my solary - By the last of next week I will determine the matter and now think it well result in my trying the Lumber business -Is have heard nothing from trackington but er feet every Monday to learn of a decision. Ruby + H. E. peefo well -I with love

Your affectionate nephen; E, C, Eneaux

Du certe afrel 3 1400 -My Dear Me Means of the receipt of the orange Cana to hand made wall glad Huy went sayley and gare you pleusure gladto hear of the welfare of your family yet I cannot realize The changes your oheldrin were greate young when I Last Seem any of them now nearly 20 years ago list I de really that I am getting Old although I am Still quite Strong yet My family all faire min Kind bregard to you & your

family

Respectfully Thotheredeth Mo.328

Moland by 4th April 1900.

One year after date I promise to pay John Means or order Threedmendred and fifty dollars with interest, for value seceived. At Christman





MINERS AND SHIPPERS OF ASHLAND COAL LUMP, NUT AND SLACK.

PROPRIETORS OF ASHLAND FURNACES MANUF'RS OF PIG IRON.

ASHILAND, To, April of the 181900

Dear Sunt Margaret:

as I wrote you a few days since of the possibility of a sale of our stock in Means, Teyle & Co, I now advise you that this afternoon the sale was completed-Mr. Meach am has paid us in full and the Means family are now out of it-Mr. Willard and his son will be retained in charge and Mr. Bull will be kept in the affice. So that our friends there will not be turned out All the stockholders have the same apportunity to sell that we had and I believe all are going to sell. Mr. Willard has the certificates of stock of Mrs. Tagle & others, and Charley Means has certified checks to give them for them, so that all have been fully protected and get the same forice

for stock-It is like farting with an all friend but it is sale that a few years ago we did not believe could be effected. With love Your affectionate we pheir: E. C. Turans

AGREEMENT between F. C. Fishcer, Leon Isaacsen and E. C. Means, this 13th day of April, 1900, as follows:

WHEREAS the parties aforesaid are respectively owners and helders of majority in value of stock of the Yellow poplar Lumber Company, the value of which ownership in the estimation of all parties hereto will be enhanced by continued mutual co-operation and of the said parties in promoting and conducting the business of the said Company, and for the mutual advantage and protection of each this agreement WITNESSETH:

That the said parties mutually agree, each with the other, that they will not, without an agreement to the contrary in writing, for a period of three (3) years from date hereof sell, or in any manner dispose of, any part of their respective holdings of the capital stock of the vellow Poplar Lumber Company, except as a whole, or if less than the whole be sold the amount of such sales shall be made from the proportion of each to the total holdings of all.

IN TESTIMONY WHEREOF parties aforesaid hereto and in triplicate sign their names.

Cancelled and by

terminal consent

mutual consent

Sion Stricher Laws

2. C. Tyleaus

Lem Sogracery E, C, Treaux

	Agreement to hold Stock- Fischer,	
	Isaacson & Means_ April 13th 1900	
	April 13th 1900	
•		
	HagerV Stewart; AttorneysV Counsellors, Ashland;Ky	

It is this the 13th day of April, 1900, agreed by and between the Vellow Poplar Lumber Company, a corporation existing under and kix by virtue of the laws of the State of Illinois, party of the first part, and E. C. Means, of Adhland, Kentucky, party of the second part, as follows:

T

That for and in consideration of five thousand (5000) dollars per amum, payable to the party of the second part by party of the first part and other valuable considerations hereinafter mentioned, the party of the first part agrees to employ said party of the second part, and party of the second part agrees and binds himself to enter the employment and give his time as attention and services to the party of the first part, for a term of five years, next after first day of May, 1900, in such position as party of the first part may see fit to place him, It is recognized, however, that the party of the second part has certain business connections as Director and Officer in other corporations, which, while not considered as employment, may necessitate his presence at their corporate meetings, and such time as may be thereto necessary is permitted by party of the first part.

And in further consideration that said party of the second part enters into its employment, the party of the first part agrees to sell to said party of the second part one-sixth (1/6) of its total capital stock, viz: One thousand (1000) shares of the par value of one hundred (100) dollars each, for the total sum of sixty thousand (60,000) dollars, in two certificates, one for Nine Hundred (900) and other for one hundred (100) shares in the manner following, viz:

said one thousand shares of stock to be issued to F. C. Fischer, Trustee, for said Means, and by him to be received and

applied as collateral to the note of said Means in favor of the said Lumber Company for the sum of sixty thou sand dollars, bearing four per cent (4%) interest; said note to be in form substantially as follows:

"Ashland, Kentucky, May 1, 1900.

Within five years after date I promise to pay to the yellow Poplar Lumber Company the sum of sixty thousand (60,000) dollars, with interest at 4% per amum in such installments as shall equal the dividends annually paid or accruing in liquidation upon one thousand shares of the capital stock of the said Yellow Poplar Lumber Company hereto attached. The said one thousand dhares of stock to be collateral and security for this note without further obligation or recourse upon me."

Upon the back whereof shall be indorsed the following:

"This note is secured by Certificates Nos. \_\_\_\_\_\_, dated

May 1, 1900, of the vellow Poplar Lumber Company for one

thousand shares in two certificates of nine hundred (900) and

one hundred (100) shares each, in the name of "F. C. Fischer,

Trustee, for E. C. Means" under the terms of an agreement be
tween said vellow Poplar Lumber Company and the said E. C. Means,

of date April 13, 1900, triplicate of which is hereto attached.

And the said Lumber company agrees to accept and apply
the dividends due to said F. C. Fishcer, Trustee, for E. C. Means
as a stockholders, as credit and pro tanto reduction of the
balance due upon this note until the same is paid in full, after
which payment the said note shall be cancelled by said Lumber
Company as paid, and surrendered to said Fischer, Trustee, for
E. C. Means, subject to provisions of next clause.

II

At any time after an amount equal to ten per cent of the face of said note, and interest thereon, shall have been paid

as hereinbefore provided, it is agreed that said certificate of stock for one hundred shares of the par value of ten thousand dollars, shall thenceforth be and remain free from lien to secure the remainder of said note and not as collateral security therefor. At which time said party of the first part agrees to surrender to said party of the second part or to his order said certificate clear, free and acquit from any lien, and all the provisions of this contract respecting said one thousand shares shall be applied to the nine hundred shares remaining upon surrender of such certificate for one hundred shares.

### III

But should connection be severed between parties hereto within two years from May 1, 1900, by resignation or death of party of the second part, or for any foreseen or unforeseen reason, except a sale of business or liquidation of same, party of the first part hereby, and in that event, agrees to pay party of the second part, or his personal representatives, and in payments hereafter set forth, one-half of the proportion of net earnings of the said Yellow Poplar Lumber Company's business on such one thousand shares of stock made from date hereof, until termination of the services of the party of the second part hereunder. Provided, that if severance of connection as above set forth is caused by discharge of party of the second part by party of the first part, then above to apply, as stated, and in that case the salary drawn and proportionate share of profit to be paid the said Means, shall not be less than fifteen thousand (15,000) dollars.

Should such connection be severed between parties hereto for any of the reasons above set out after two years and within five years from this date, or by reason of sale or liquidation of the Company's business at any time hereafter, then party of the

as hereinbefore provided, it is agreed that said certificate of stock for one hundred shares of the par value of ten thousand dollars, shall thenceforth be and remain free from lien to secure the remainder of said note and not as collateral security therefor. At which time said party of the first part agrees to surrender to said party of the second part or to his order said certificate clear, free and acquit from any lien, and all the provisions of this contract respecting said one thousand shares shall be applied to the nine hundred shares remaining upon surrender of such certificate for one hundred shares.

### III

But should connection be severed between parties hereto within two years from May 1, 1900, by resignation or death of party of the second part, or for any foreseen or unforeseen reason, except a sale of business or liquidation of same, party of the first part hereby, and in that event, agrees to pay party of the second part, or his personal representatives, and in payments hereafter set forth, one-half of the proportion of net earnings of the said Yellow Poplar Lumber Company's business on such one thousand shares of stock made from date hereof, until termination of the services of the party of the second part hereunder. Provided, that if severance of connection as above set forth is caused by discharge of party of the second part by party of the first part, then above to apply, as stated, and in that case the salary drawn and proportionate share of profit to be paid the said Means, shall not be less than fifteen thousand (15,000) dollars.

Should such connection be severed between parties hereto for any of the reasons above set out after two years and within five years from this date, or by reason of sale or liquidation of the Company's business at any time hereafter, then party of the

first part agrees to pay the full proportionate share of the net profits made by the yellow Poplar Lumber Company from date hereof accrued until date of such severance of connection, manual to said one thousand shares of stock and on terms next below stated.

In the event of severance of connection of said Means with said Yellow Poplar Lumber Company prior to November 1, 1904, the said Yellow Poplar Lumber Company shall have the optional right to purchase nine hundred of the said one thousand shares of stock in name of said Fischer, Trustee, for E. C. Means, for the sum of fifty-four thousand (54,000) dollars and interest to such date upon note of said Means given therefor, deducting from sale price aforesaid the balance then remaining due upon said note, and then deliver note to said means and pay him balance of consideration aforesaid upon settlement under the further terms of this a greement.

### TW

In arriving at the net profits earned all assets are to be inventoried at cost unless of less actual value, and dividends declared and paid on said note are to be reckoned as part of said profits.

Notice of three months of desire to sever connection between the parties hereto shall be given in writing each to the other party unless such notice is expressly waived in writing by the party to whom it is due to be given.

### V

party of the first part agrees to make, and party of the second part agrees to accept, payments above stated in manner to-wit:

Such obligations as the vellow Poplar Lumber Company shall issue under terms hereof are to be without interest or security, and mature in equal quarterly payments in the year next ensuing

making of settlement, except, that if the amount is in excess of twenty-five thousand (25,000) dollars, such may be paid at the rate of six thousand (6,000) dollars every three months after payment of the first twenty-five thousand dollars.

VI

It is understood that it is the expectation of the respective parties hereto that the relation of employer and employee shall exist hereunder for at least the full term of five years from date hereof, yet it is understood and agreed that such relation may be terminated at any time by either party giving three months notice as hereinbefore provided. In view of the reasons actuating the parties to entering into this contract, the mutual concessions made the one to the other, and the impracticability, in that event, of arriving at what might be deemed an equitable settlement of matters arising under this contract, it is agreed that, upon severance of such relation within said five years, the amounts to be paid one to the other as provided in this contract, shall be treated as, and shall be, the full liquidated and stipulated damages by reason thereof.

### VII.

Residence of party of the second part is permitted to be at Ashland, Kentucky, and a reasonable vacation is to be allowed him each year if same will not in any way interfere with his necessary a ttention to the business of the party of the first part.

IN TESTIMONY WHEREOF the said Yellow Poplar Lumber Company has caused this agreement is to be signed by its

President and attested by its common seal, and the said E. C. Means has hereunto set his name on the day and date first herein written, in duplicate parts.

By Chesus

Exe Can celled by mukigo!

Rement this healy declared

the same void Ejaplan umber for

Melley for chert. It.

Coutract
with Gellow Paplar
Lumber CoApril 20 " 1900

Minger W Steward
Minney & General Con
Allow & My Minney & General Con
Allow & My Minney & General Con
Allow & My

This agreement witnesseth; that we, the undersigned shareholders in the Corporation of Means, Kyle and Company, in consideration of one dollar, and other valuable considerations paid to us, hereby offer to sell to Julius L. Anderson, his assigns, or nominees, the number of shares of the Capital Stock of said Corporation set opposite our respective names for the further consideration to be paid at the rate of one thousand three hundred and shared five dollars (\$1000.00) per share, (One thousand dollars (\$1000.00) being the par value of a share) for each and every share and fraction of a share hereto subscribed, and tendered for sale, this offer to remain good until noon between lath 1888 but if not accepted, and the said purchase price fully paid, on or before noon the lath 1899, then it thenceforth to be mull and void.

William C. Richardson, Cashier, and Charles W. Means, Vice President of, the Ashland National Bank, Ashland, Boyd County, Kentucky, are hereby appointed trustees to receive and receipt for all of said purchase money, at said Bank, where it is agreed that all of same shall be paid if said offer shall be accepted, and they are authorized to receive delivery of all of said stock duly and proper-Meacham ly assigned, for said Anderson, his assigns, or nominees, on payment April 5- 1900 of said Purchase money on or before noon Dec their said services are to be without compensation. Not in any event Meacham is said interest, his assigns, nominees, or other person, to receive any compensation from said owners of said stock, or any of same, but said punchase price is to be paid to them without deduction for commissions, expenses, or other thing than revenue stamps if required. Nor is said Alderson, his assigns, nominees, or other person, in any event to receive from said owners or any of them, any compensation whatever for services, or other thing if said sale shall not be perfected by acceptance and payment of said price on or before Beckming 18th, 1898.

It being understood and agreed that all of the present Stock Holders of said Corporation of Means, Kyle and Company, shall be permitted to join in said sale, it is hereby expressly stipulated and agreed that said trustees shall be permitted to refuse to transfer and deliver any or all of the certificates belonging to the subscribers hereto unless satisfactory provision is made by said

Anderson, his assigns, or nominees, to take and pay for all the shares of stock of said Corporation, by whomsoever owned, at the same price per share as hereinbefore stated prior to Edeember 30th. 1900, if offered for sale to said Trustees.

Ashland, Ky. Nov. 1809.

Thirty-two 8/10 (32-8/10) Shares E. B. Willard-One & 6/10 (1-6/10) James Bull-Forty-seven (47) John Means-One (1) E. C. Means-Margaret A. Means ) Twenty-four (24) by E. C. Means, Atty. in fact Estate of Thos. W Means by ) One hundred and sixty-eight (168) Shares T. M. Adams & E. C. Means, Administrators will annexed ) Twenty-four (24) Shares-T. M. Adams-T. M. Adams, Administrator of )
John W. Means. Forty (40) Shares-Twenty-two (22) Shares-Margaret Kyle-Eliza J. Kyle per M. K. Eighteen (18) Shares-A. T. Nye, Trustee, Four & 8/10 (4-8/10) Sharesfor Mary A. Hempstead,

# Ashland Coal Structure Corporated. PROPRIETORS OF ASHLAND FURNACES MANUFRS OF PIG IRON. ASHLAND, Tax., April 18 1900

MINERS AND SHIPPERS OF ASHLAND COAL LUMP, NUT AND SLACK.

Near Sunt Margaret:

Sherewith, in response to your request 16th inst I enclose draft of the Asbland Nath Bank upon Shewyork bank for Two thousand (\$2,000=) Dallars payable to your order -

In were very sorry to learn of the sudden death of Mr. Sheldon of which Jon Adams informed us befor starting East.

You have ferobably seen in the papers that ive lost the suit before the Supreme Court, which has decided in favor of Trustleaus, wife 4. Children, five judges on their side to four on ours. A very close decision after such a long contention. Howing sald Means, Kylex Co should make the final settlement easier to reach With The Mean's share equal to the other four Lerro, the value of the estate is reduced \$136,000of which your proportion is \$34000- From present indications you will receive finally about \$30,000 = more from the Extate - perhaps more.

MINERS AND SHIPPERS OF ASHLAND COAL LUMP, NUT AND SLACK.

PROPRIETORS OF ASHLAND FURNACES MANUF'RS OF PIG IRON.

M. H. M. # 2

ASHLAND, KY.,

18

I have arranged to enter the service of the Spellow Poplar Lumber Co on May 1st next. The company agreed to my residence at Ashland, a reasonable vacation each year and my retention of directorships in other companies.

I believe the change of business, new scenes and new affairs will the restful compared to my present occupation.

Ruby keeps well but is a little impatient H. E. is well and Lad a happy Easter My own health is good-

bith much love Your affectionate nephew: E.C. Eneaus

P. S. Then Lampton bills for carpets, paper ete come in I shall pay them for you as requested.

E. C. Means.

Asbland, iky. April 21 18900

Dear Senet Margaret:

John Ringo Means came

this snowning at 10°30' - Ruley is well and

had a comparative easy time. The child

weighed about 8 lbs and looks strong or healthy

H. E is away pour home and does not know it

yet. I write this to go on first train as

you do not like telegrans.—

With love - Yours afftly: E. C. Exeaue

Oscar Richey, James Bull, F. C. Tomlinson, The Second National Bank, Ivonton, Chio, April 23, 1900. Mr. E. C. Means, Ashland, Ky. Dear Sir:-Referring to the attached clipping, this is quite a surpriseto us over here, and I can but congratulate the Yellow Poplar Lumber Company. The clapping, moreover, explains a -- to me, at the time -- myster bous letter I had from the First National Bank, of Chicago, asking after my Mowledge of you. You may be sure you lost nothing from my letter to them. I have wondered if the change would not work to our advantage, here One of the disappointments I had when I came back to the Bank was to find that the Yellow Poplar Lumber Company account was not You may not know that in Mr. O'Connell's time the account was here and through him the Bank sustained quite a loss-which loss was charged off at the time of our reduction-and I thought it too bad that bw the account is worth something, we did not have it. With best wishes for your success in your new undertaking, I am, Very truly yours, Hambon Cash

A. Ashland, ky.

Physometry, and I can but congratulate the Yellow Poplar Lumber Company.

The physoling, moneover, explains a—to me, at the time—mysterbone my astign I had from the First Mational Bank, of Chickey, asking after my configuration to you. You may be sume you look nothing from my letter to them?

The physical from the First Mation would not work to our advantage, have them? asw saol doily weed a stine benistary ans ent all aguant bus eren ton saw timeson whereast resided wellow end that but of each was not tand bad oot at the time of our reduction of I thought to ont take the beam the account is worth something, we did not have it. the best wishes for your success in your new undertaking, I am, You may not know that in Mr. O'Confiell's time the account was Very truly would, いていているからいうできる

# GOES TO COALGROVE.

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0

C. Le Means Is The Assissant General Manager of The Yellow Poplar Lumber Co.

Mr., E. C. Means, who has tendered his resignation to the A. C. & I. Co., to take effect May 1st, goes to the Yellow Poplar Lumber Co. as assistant general manager. He has been with the A. C. & I. R. R. Co. for a number of years in the capacity of Superintendent. He has been very successful in the line of his duties and the management of the Yellow Poplar Lumber Co, should feel very much pleased in securing Mr. Means as an assistant. He is a thorough, practical business man and will give the Yellow Poplar Company the advantage of what he knows which will be of intrinic value. Mr. Means many friends here wish him success in his new position.



MINERS AND SHIPPERS OF ASHLAND COAL LUMP, NUT AND SLACK.

PROPRIETORS OF ASHLAND FURNACES MANUF'RS OF PIG IRON.

Kentucky Litho, Co. Louisvi

ASHILAND, KV., April 26" 18700

Dear Sunt Margaret!

I have been to bergina and Crincimati this week hence delay in auswering your inquiry about the money to be paid as a result of the suit. The estate of J. W. M. will have funds sufficient to pay mustees Trustees without calling on you or any of the ather heirs. Your receipts from the sale of your Means, xyle To be stock will be rivested for you have ordered some Elizabeth, Lexington & Big Sandy Rail road 5 % bouds for you. These are payable in 2 years and if the general suterest rate is higher then, the money can then be again unested to better advantage than now- I dislike to buy long term bonds for you now at the high forces prevailing and believe your love nothing by waiting. Prices for stocks are falling now and will probably continue to do so until some time in the fall on account of the Presidential campaign-Mednesday Tow Adams was elected President of the Norton dron Fronks and RobA. C. Richardson Deety



MINERS AND SHIPPERS OF ASHLAND COAL LUMP, NUT AND SLACK.

PROPRIETORS OF
ASHLAND FURNACES
MANUF'RS OF PIG IRON.

Kentucky Urba, Co. Laulsvii

M. A.M #2

ASHLAND, KY.,

18

It was an ener pected change, but for years I have always told Jam, that if he wanted to take charge of the Norton, I would support him in the election. I am in hopes he will have the opportunity to sell out this year.

Ruly and the baby are getting along frish rate. He appears to be enjoying good health. Harrier Evelyn is highly pleased with him and so far has declined all affers for him. She would have preferred a sister but would not now trade him for one.

Thith love from all

Your affectionate repher; E. C. Treaus

AGREEMENT made the <u>Jo</u> day of April, 1900, between F. C. Fischer, party of the first part, and E. C. Means, party of the second part, both parties being of Ashland, Boyd County, Kentucky;

WHEREAS by terms of contract in writing between the Yellow Poplar Lumber Company, as party of the first part, and the said E. C. Means, of Ashland, wentucky, as party of the second part, it is provided that the said Company sells to said E. C. Means one-sixth (1/6) of its total capital stock, viz: one thousand (1000) shares of the par value of One Hundred (100) dollars for the total sum of sixty thou sand (60,000) dollars. said stock issued to the above named P. O. Fischer, as Trustee for the said E. C. Means, to be by the said Fischer received and applied as collateral to the note of said Means, and payable to the said Lumber company for the sum of sixty thou sahd (60,000) dollars, bearing 4% interest after date thereof, May 1, 1900, and payable in such installments as shall equal dividends annually paid upon the said one thousand (1000) shares of capital stock of said Lumber Company, the said Fischer, grustee, to apply the dividends accrued thereon upon the note of said Means until payment thereof in full, whereupon the same shall be surrendered to said Fischer, grustee, for E. C. Means.

NOW this AGREEMENT further WITNESSETH:

That in consideration of the premises it is hereby declared and agreed by and between said parties hereto, that said F. C. Fischer, his heirs and assigns, do and shall stand possessed of said shares, as hereinbefore recited, and all dividends thereon that may from time to time be paid thereon, and pursuant to the terms of the said recited agreement between The yellow poplar Lumber Company and E. C. Means for the said E.C. Means, his heirs and assigns, as are in and by the said contract

declared and contained, with the intent that the said stock and dividends thereon may hereafter and under the terms of this and the said agreement inure to and be the property of, the said E. C. Means.

This trust shall terminate and said stock transferred to said E. C. Means when said note shall have been fully paid, and the time for optional purchase of said stock provided in said agreement shall have expired or said option released.

IN WITNESS WHEREOF said P. C. Fischer, declarant of the Trust of these presents, and the eid said E. C. Means, have interchangeably and in duplicate parts signed their names on the day and date first herein written.

This four is hereby, declared multivoid.

E. C. Means

Transh Prezult Erahemus Prezultz Erahemus Prezultz Trust agreement 7. C. Fischer and E, C, Tueaus April 13 - 1900

Ashland, Kentucky, May 1, 1900.

Within five years after date I promise to pay to the Yellow

Poplar Lumber Company the sum of Sixty Thousand Doviers (\$60,000.00),

with interest at four percent per annually raid or accoming in liquidation

upon one thousand shares of the capital share of the said Yellow

Poplar Lumber Company hereto attached the said one thousand shares

of stock to be believed attached the said one thousand shares

of stock to be believed attached the said one without

further obligation or recourse upon me.

E. C. Treaux

This Note is secured by Certificate Number 25, dated May 17, 1900, of the Yellow Poplar Lumber Company for nine hundred shares of stock and Certificate Number 24, dated May 17, 1900, of the Yellow Poplar Lumber Company for one hundred shares of stock, both in name of F. C. Fischer, Trustee for E. C. Means, under the terms of an agreement between said Yellow Poplar Lumber Company and E. C. Means, of date April 13, 1900, triplicate of which is hereto attached.



E, C. Towarn



5tamps 17 12.50 2. 18 449.50 Vellow Popla's Lumber Company, F. C. Fischer, President & Manager, capacity 50.000,000 Feet per annum. General Office, Coal Grove, Chio, U.S.A. Cable Address, "Poplar."

May 8 th 1900

Near Father:

your letter received - He are all pleased to learn that Col. is being benefited My his stay in verguia and hope he will return there soon after his annual meeting-Our family are getting along finely- John Las gained in weight and is considered a good boby as regards crying-I have a check for you from Pogne - 2nd dividend to creditors of Roan Mt. Cr. Lizzie and Charley have gone South -Mr. Fischer returned Saturday and since then has been trying to teach me The important matters connected with affairs of this company. Last night me looked over your weather book for rainfall of May I June during pash ten years- He was quite interested in it-m shall probably leave friday wight for a short visit in the virginia forrests to plan out some new work there and way not return in time for A.C.A. uneetingyour aff som E.C. Weaus

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Gellow Poplar Sumber Company, F. C. Fischer, President & Manager. Ashland Say Capacity 50,000,000 Feet per annum. General Office, Coal Grove, Chio, U.S.A. May 11 1900 Cable Address,"Poplar." Near Aunt Margaret! yours 7th eint with enclosed letters from Mr. South D. Preston duly received -I believe any assistance afforded him should be on a ferrely business basis as his seherues are purely personal to himself and not at all with the idea of spreading the gospel as your Duggest- I skall make some inquirées about his affairs from Mr. Richardson, as I am not familiar with them, but the tone of his letters and desire for secrecy on your part do not give me a favorable impression of him -In somestion with your suggestion that my coming over to the Lumber Company may prevent my later moving to them youk as you had hoped I might do, I reply that I believe there will be more chance for such a change than if I remained with the A. C. Hd. Certainly ment immediately in either case but say unthin my good openion of Mr. Fischer's business qualification increases the enous I am evith him - with such as wan at the head of some of our iron companies

Yellow Poplar Sumber Company, F. C. Fischer, President WManager Capacity 50,000,000 Feet per annum. General Office, Coal Grove, Chie, U.S.A. Cable Address,"Poplar." we would make money where now it is ourt so-Some A. C. D. Ry Stock Las been relling oforit- I delieve the directors will increase the dividend rate from 4% to 6% and after that is done the demand for the stock will probably be much increased - The earnings during the past 12 months are above 20% and with the saving on the interest found after the bonds are refunded I believe to regular dividend of 6% annually can be maintained for some time tather has been up to Hat springs ra with Col. Putnam for past week - Col. P. will require a rest pour business the greater portion of the summer - This wife's illuess and death have affected him greatly -Ruly continues to get stronger and the boy games in weight - H. E. is enjoying getting out of doors again - North love your affectionate usplen; 2, C, means

# May 30 th 1900\_

Dear Aunt Margaret:

There is an apportunity to sell your Norton Iron Fronks Stock at far or \$1000 per share - This would give your \$12.400 = for your holdings there. The stock is now in the hands of Thos M. Adams, Saggam Sour and A. L. Schmidt Trustees who with a majority of the stock with out making a sale and it now begins to look as if they might not succeed in selling it at par or more.

In the event you wish to sell it without taking further chances - I believe it proper that it should be affered to That M. Adams at that price. Atting that you can get the above amount for it elsewhere and if he does not desire to furchase it you will

sell it to athers -

If your approve of the above I will tell Jour about it and if he does not want to purchase it I can sell it and his Toowith love - your affectionate replear E. C., Tueaux JOHN MEANS.

Ziday
ASHLAND, KY., 18 MML, 19 00

My deasest Ester yours of Monday 28th ult came To hand Decoration Day, when we use all feeling patriolic and well satisfied to have lived, rather than to have died for our country. Jon and trent Mary turned out to buy dum some shirts. She goes along to see how they get. Rose Dofter and Besser went to Cattethroug to dine with Mrs Moore Rose & Do spend night with Minny Patter - Hussday R. + D. gone to Greening, Auch Many and I zoining Them here in train for Every, to supper with Dora returning to Ashland at 8°23' - Hore and Defter are having a bury price tounks at W. Scations Heeping Them, at my house and at Cookes. Destar is fat, ouddy, taller And heaver than other children

Z

of his own age. He was greatly pleased to see Aunt Mary, Besie, Kendall and I Come into the car yesterday, and he had a royal good time at seating. The big zand, chickens, a little pupo by whose aggranitance he had made at Wills, before it was sent to Granup, the flowers and especially the strawbinies of which he is my find. It and Ned news get more Than they wish to cat. I had a few days ago, letter from Met f. f. Spalding where we met at Healing Springs. Mrs. S. desind to be semembered to gone, HE had gotten well enough to Throw away the contibes and sid of the emption on his hands, but the poor men has had uleer on one eye, so he can not eval

ASHLAND, KY.,\_\_\_\_\_\_\_, 19\_\_\_\_\_

and she is not sure whether he has lost the sight Entirely in one sye, The other greatly weakened, Was pleased to hear of your visit in N. forsay at Mrs Chapmans. Meeterday Ahr Laura Vandyke allock was issuited to Supper with as, Dora gase us a fine one, The nicest Strawbisnies we have saten this season Harriet De Bord came home with us, to take charge of the "Kings Daughters Hospital"-O think they have the soons which the ladies used for a Reading Room downe years ago in Mrs Chambers building. Ruby was much pleased with Harriet D. 16, as a nurse and little Hamet Evelyn was my fond of her, so far the

look J. R.W. has not spoken, his opinion, but as a gallant gent leman, is like to zoin with the others. Molly and Tily should choose good wrather for their belley Games and Junivalo, most people only have our of the Latter in a lifetime, thent Many, Bose Dester and Hamil DB. would send bre if They know I am writing, We look for Dr George at Office. and his good arfe Salunda, 2" or Treadery 5th - Kind regards to Mis Wet blanke and any only one, kiss for Mally Mours Offertimolely John Means

Ashland Goal & Iron Railway Go.

INCORPORATED.

OFFICE OF THE PRES'T & GEN'L MOR.

Douglas Putnam, Pres't & Gen'l Mgr.

Ashland, KY.,

June 2nd, 1900.

Mr. E. C. Means,

Ashland, Ky.

Dear Sir:-

Yours of the 30th at hand.

The Board instructed me to take what Norton stock was offered at par and under. I am not advised by Mr. Bailey, Bulter or your father, whether they desire to put their stock in or not. I have \$2900, which I want to sell, and on my return from New York. Will take the matter up, and learn the wishes of the others. In the meantime I think, it would be well not to take anymore tham may be offered you. I do not believe it is likely to be any higher with the present out look.

Your father stated at last meeting that he thought your purchases had better be held in your name, for the present.

Very truly yours,

(Dictated)

Dongles Puturan

Office of Treasurer, 31 Burling Slip.

New York, June 5th, 1900

Mr. E. C. Means, President,

Ashland, Kentucky.

near sir: --

Your letter of the 2nd instant, enclosing Whittaker's letter to you, came duly to hand. I expect to go to Philadelphia shortly and will then take the matter up with Oglebay, Norton & Co. I am anxious to see what Roberts is doing in regard to plans for the new furnace. As soon as I can get any information I will communicate further with you. Our furnace at Low Moor appears to be doing better . It has releived us somewhat of our embarrassment here, but it has been a great misfortune that we have not been able to supply our customers promptly with the iron under our contracts. It is hard to determine how much we have suffered in this direction. I have not heard a word from Gibbs or any of his party. Even Hogan has not put in appearance, but is momentarily expected. I spent Saturday and Sunday at Northampton where I had a very pleasant visit. I shall probably go Thursday to Boston and spend Friday and Saturday there in connection with Mrs. S. B. Lyman's estate, and hope to get this off my mind. Chapman seems to be buying up all the ore that he can lay hands on. I understood from Mr. E. R. Chapman the other day that his son had been buying from Rich Patch. I have been chasing Carter all around the wants in hopes of getting an interview, but so far he has dodged successfully. I now propose taking the matter up with Mr. Delet of Moore & Schley and see if we cannot get a meeting of the stockholders at once and see what their disposition is as to the Potts

Office of Treasurer, 31 Burling Slip.

E.C.Means #2

# New York,

Valley purchase. If not too much trouble it might be well for you to send me a proxy to be used in case of your inability to come, and in case of our needing a stockholders meeting. I will try and arrange to get Mr. Winslow to come on here, if I cannot do otherwise. I understand that Carter's wings have been clipped pretty extensively, and that Mr. Schley, of Moore & Schley, has taken the matter vigorously in hand. Both Carter and Chapman do not seem to be in favor of the people at large.

Yours very truly,

Mand Lyman

E. C. Means, Ashland Sky June 6 1900 Asbland, Ky. Dear Aunt Margaret: your letter in reference to Norton Iron morns Stock I note your wishes duly received and in respect thereto and will be governed assondingly-In convection with your letters from Rev. South S. Preston, I beg to day that I somehow got the impression that he covould write on come to see me, but upon receipt of your recent letter I have written to him that I thought a conference would be best to determine the matter whether as a business proposition his offered security would suffice for the loan requested -I have takked with Mr. Mr. C. Richardson and he does not have a favorable impression of Mr. Prestons business ability. I beg to suggest that it would be better for you to give him ouch assistance you may deem best rather than undertake a loan to him with any idea of repayment. I do not have any faith in prafits from his

books or from his patent appliances. The has already published a book or two without profit so far as known. Dr. Ver Spalding and wife one at trattiers. Evelyn has sent braddles to drill heators for a summer vacation -As I wrote to you the A. Cod. Ry Co has increased the dividend rate to 6% The Ashland dire Brick On has just paid a 10 % dividend. The first since consolidation Ruby is getting stronger and is very fred af John R ender gains in weight rapidly. with love Your affectionate replien E. C. mans

Mr. Frank Lyman,

Treasurer, #31 Burling Slip,

New York City.

Dear Sir: --

I enclose herewith correspondence from M. A. Hanna & Company, C. G. Blake & Company, and Mr. E. C. Means.

At the price they have named for this ore it would cost us \$6.00 per ton in the stock house at Covington. We could not well use less than 25% of it, and, to do this in connection with Dolly Ann and Fenwick, it would make the cost of ore per ton of iron about \$5.25, or, \$2.00 more than present cost. The saving in fuel, limestone, etc., would not balance this additional cost.

For comparison, to use a burden of 25% Fenwick, yielding 47%, costing \$1.50 furnace; 50% Dollay Ann and Rumsey, yielding 43%, at same cost, and 25% Florence, yielding 56%, at \$6.00 -- This mixture would give us a burden costing \$5.21 per ton. Under these circumstances, do you think it would pay us to make the experiment?

Yours truly,

H. G. Merry, Agent

IN THE NAME AND BY THE AUTHORITY OF THE

# OF KENTUCKY COMMON To all to Abhom These Presents Shall Come, Greeting:

Know Te That 6 le Means, of having been duly appointed a delegate to represent by in Milwanslu Wisconsin, June 19"- 23",

Thereby invest him with full power and authority to execute and discharge the duties of the said office according to law. And to have and to hold the same with all the rights and emoluments thereuntolegally appertaining for and during the term prescribed by law

In testimony whereof, Thave caused these letters to be made patent, and the seal of the Commonwealth to be hereunto affixed. Done at Frankfort, the 22 ningly hundred and ninety in the year of our Lord one thousand was hundred and ninety and inthe one hundred and figures the Commonwealth.

Secretary of State Assistant Secretary of State.

Jan 19, 1900

Office of Treasurer, 31 Burling Slip.

New York, June 25th, 1900

Mr. E. C. Means,

Ashland, Ky.

My Dear Cooke: --

Your letter of the 21st instant, with accompanying enclosure of a letter from Charles W. Howard, came to hand on Saturday. I do not know what lands Mr. Howard refers to. I am not aware of any substantial development on Craig's Creek outside of Dinniny's mine and our own. There are one or two smaller openings but I know of nothing such as Mr. Howard describes. I have written to Mr. Merry to see if I can get any information from him regarding the mines mentioned. I wrote to Mr. Howard stating that whenever he was in the market the Low Moor Iron Company would be pleased to take the matter up with him. I think we could easily pay \$1.00 per ton for his ore, but I doubt if he could as easily ship it at that price f.o.b. Bessemer.

I met Mr. Merry at Roberts' office last Thursday. We went over the furnace plans with Roberts, and I must say that I received a cold chill all over. Roberts contends that the stoves we have will be entirely unsatisfactory, and that if the plant is built as contemplated they should be torn down and new stoves erected. The total cost contemplated is about \$300,000.00 including engines. No doubt the plant will be very complete and ought to be economical, but this whole plant would have to be erected out of borrowed money, and with so good a plant as we have and with the opportunity of blowing one furnace or two as the case may be, and with our ore supply, drawn as it is from Brown Ore mines, I think a great deal of reflec-

#### 6-25-19 00

## New York.

tion would be necessary on my part before I could bring myself to payor so large an outlay. Second: I believe that such a plant would mean the abandoning entirely of the Covington plant. Now as regards our future ore supply, I look upon Covington as the better location. Our railroads center there and the whole of the Potts Valley will be tributary to this po int, so that the bulk of our ore supply at covington would not be exposed to the charge made by the C. & O. Railroad for freight from Covington to Low Moor. We have got to use or own railroads in assembling our ores in any event, and the cost to us is not much greater, except the interest, on the plant, in operating three, five or even ten miles. Every cent saved on the ore is practically two and one-half cents saved on the iron. It is true that our interests at Low Moor outweigh those at any other point, since we own all the property there, own our own houses, and are naturally making something on our iron cost from rentals and from income that comes to us at Low Moor, and which we could not obtain at Covington. The plant that Roberts proposes would make its saving chiefly on the labor fue account, but it is manifest that we would have to save a great deal on a ton of iron to offset fifty or sixty cents freight charges on ore. I shall not worry you further, however, with my views on this question as I feel that I need to do a great deal of thinking, and that in the face of the present market it is not necessary to think quite so fast as it appeared to be six months ago. I think, therefore, that the matter may lay over until our August meeting, at which time we will probably have Roberts' figures and full plans, which will help the discussion. I do not regret having had Roberts draw these

Mr.E.C.Means #3 Office of Treasurer, 31 Burling Slip.

## New York,

plans, as I think the information we will obtain this way will be worth considerable to us. I am trying to get down to Low Moor, but shall have to put it off a week or so longer. Winslow, Carter, Phlegar and Parrish are expected here on Wednesday morning, and I am in hopes we will be able to thrash the affairs of the Valley Ore Company into a proper shape. I presume Carter will have Mr. Schley here with him.

Yours very truly,

Mr. Frank Lyman, Treas.,

31 Burling Slip, New York City.

Dear Sir: --

Your favor of the 25th inst. received this morning. Mr. Chas. W. Howard was one of the firm of Howard & Sears, R.R. Contractors and Civil Engineers. This firm was connected with the construction of the Craig's Valley Branch R.R., and after the railroad was completed spent about \$25,000.00 of Mr. H.L. Hortons money building a railyoad, washer etc. to a small outcrop of red shale ore located on Little Mountain about two miles from Roaring Run Station. They burrowed and tunnelled over the mountains, but did not succeed in shipping more than six cars of ore. I know nothing of this new deal, but I believe I am safe in saying that no concern can open up by the 15th of August, and deliver ore at Bessemer at \$1.00 per ton. The only available ore I know of is up Barbour Creek, and before a railroad could be built up to this property I imagine we would be consulted for right of way, as we own fifty acres on line of the only feasible route. There has not been a preliminary line run over the location yet. I am going to Fenwick to-night, and will advise you promptly of any new development.

Yours truly,

H. G. Merry, Agent

June 28th 1900-

Dear Aunt Margaret:

Lerewith I enclosed seewyork draft for One thousand (\$1,000 a) Wallars Sayable to your order.

Since last writing to your I have had an interview with Per South G. Preston and have, agreed to loan him Eight hundred (\$800°2) Wollars, for your, repor montgage security. I house in Painteville ty and some mineral lands in Johnson Country try. He is to furnish we with information about the titles. The rate of interest is to be 5 % and the loan to run for 3 years.

The above amount will furnish sin to

The above amount will furnish him the money which he needs to straighten up some pressing obligations on the house and the lands- and will be doing him, I consider, more of a favor than backing his book and patent schemes- and at the same time making it a business proposition for you to enter into- The money is really exact to straighten up complications arising pour his fathers affaire

The markets for stocks and bonds are declining and will soon I hope present opportunities for Jenichasing good securties at reasonable perices-The A. C. x J. Ry. Cr. Las called its 7% Bonds for payment. There are due Aug 1st but will be paid any time with interest to maturity. expect to send yours for collection in a few

The ison business is declining in valume and In sold Means, Ryle prices very rapidly nowof at the right time.

I note your wishes about the Novion Iron morks Hoek

and will be governed accordingly -

Me have just had a wice run of logs in the river and are doing a very satisfactory business. in lumber-

John Stewart, law partner of Julin F, Hager, is building a wice brick house in front of our home. It is pleasant to think we are to have such pleasant

John R. Has been ill on assount of sudden change to hat weather. Ruby skeeps well as dues 4. E truyself With love your affectionate nephen E. C. Weaus

Office of Treasurer, 31 Burling Slip.

New York, June 29th, 1900

Mr. E. C. Means,

Ashland, Ky.

My Dear Cooke: --

We had our outing with our associates in the Valley Ore Company. They claim they will be in shape to furnish their portion of the purchase money in time to make the necessary payment on the 15th of July. Mr. Phlegar and Mr. Parrish both were here and we have agreed upon all the details in the matter of the mortgage, which Mr. Winslow will take up with the Trustee, the New York Security and Trust Company, and whip into shape before he goes home. I hope the matter will go on smoothly and that there will be no further hitch. Owing to the scattered location of the Directors it is very hard to get a meeting which can attend to business, besides, one or two of their Directors here seem to be so occupied that they are difficult to reach, but we finally did accomplish what we set out to do. Regarding Howard, about whom you wrote me. From Colonel Anderson I got a number of details. Anderson told me that Howard was without any financial responsibility. This is confirmed, I think, by a letter which I received from Mr. Merry in reply to one I wrote him, copy of which I enclose to you herein. It seemed to be very strange that any considerable development should have been undertaken on the Craig Creek Valley branch and that I should not have heard of it. The tract that was laid out on the Roaring Run property I saw when Mr. Stiles and I went over it, was certainly not constructed by any one familiar with ore mining, and so far as Mr. Horton's purposes were concerned, was without value.

Yours very truly,

Mank Lyman

Office of Treasurer, 31 Burling Slip.

New York, June 30th, 1900

Mr. E. C. Means,

Ashland, Ky.

My Dear Cooke: --

I have your letter of the 28th of June, to which I think I may have replied in part in a letter which I wrote you a day or so ago. I have not yet received the cash from the Va. Iron Coal & Coke Co., but they assure me that they will be ready with their proportion in time to meet the payment on the Potts Valley lands on the 15th prox. They seem to favor completing the purchase so far as I am able to learn, and we have gone ahead in the preparation of the mortgage. Both Roberts and Merry were very strong in their determination that the existing stoves would prove unsatisfactory in the operation of the plant that they were designing. To remodel the stoves and buy another stove, which Roberts thinks is essential, would cost about \$35,000.00 on his off hand estimate: to rebuild them would cost \$60,000.00. Not having an opportunity of conferring with you in advance, and not learning until I met Roberts just what instructions had been given him, I advised him to complete the plans on the basis of what he considered would be the best plant for our purposes, thinking that we could trim to better advantage after he had done this. I fear, however, that the whole scheme has been on a basis that will make too radical it somewhat amproved that for the purposes which we have in view. As soon as he gets matters a little further advanced I should favor a meeting of yourself, Mr. Winslow and myself at Low Moor to canvass the whole question. I think we can do it to better advantage

Office of Treasurer, 31 Burling Slip.

E.C.M. # 2

6-30-1900

#### New York,

there than we could anywhere else. I think it would be wise to invite Roberts to be present and bring his plans with him. I will arrange such meeting, if you can attend, to suit your convenience, but in-as-much-as it will be necessary to provide something to replace furnace "A" at the termination of the present blast I think we ought not to defer a decision too long. Our meeting here would take place on the 22nd of August according to our by-laws. If it would be agreeable to you and your father (Mr. Winslow assures me it would not be disagreeable to him) I should like to have this meeting postponed two weeks. Such a postponement would enable me to attend the Canada meeting of the Mining Engineers. I think the Va. Iron Coal & Coke Company are having lots of trouble. They have only six furnaces in blast to-day, and I am told that some of the furnaces of the Tennessee Coal & Iron Co. are banked on account of coal strike. Goshen has blow out; Alleghany contemplates blowing out; Shenandoah has gone ut entirely and Covington will have to blow out shortly to put in the new hearth and bosh. If this same situation prevails generally in the business there ought not to be the same surplus that exists to-day. In view of our controversy with the Rich Patch Iron & Ore Co, and the possibility of litigation ensuing, Mr. Winslow and I deemed it wise to conclude a contract with this Company for 50,000 tons on the basis of 4  $\not <$ per unit. The same general terms and conditions apply as applied on earlier contracts, but the reason for the contract is fully stated and full releases from any and all, obligations on either side is given as a preliminary to entering into this contract. I

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appear

Office of Treasurer, 31 Burling Slip.

E.C.M., #3

6-30-1900

# New York,

trust this will meet with your approval. I do not think there is a great deal of profit to them on this basis, and they are the only source from which we could supply ourselves at Low Moor without paying 25¢ freight charges to the Ches. & Ohio Railroad, which is offset in part by our supplying cars to them for the shipments. I doubt if we could supply ourselves from any other source at any cheaper rate and it seemed to be policy to keep them going, as they were in such a situation that they would have had to close down their mine if we had not furnished them with this contract.

Yours very truly,

Mank Lyman