



AGREEMENT.

THIS AGREEMENT, Made and entered into this /2 day of December, 1916, by and between <u>WILL A. CURLESS</u>, of Chicago, Illinois, party of the first part, and <u>HARRISON G.</u>

FOSTER, of St. Paul, Minnesota, party of the second part,

WITNESSETH: That

WHEREAS, the parties to this agreement own an equal share of all the stock of the Cement Pipe & Machinery Company, a Washington corporation, which said corporation is the owner of certain patents upon cement pipe machines; and

WHEREAS, the parties hereto control the patents upon cement pipe machinery known as the "Thomas" patents; and

WHEREAS, the said parties to this agreement have heretofore for the year last past been jointly and equally interested in developing, promoting and exploiting the cement pipe and cement pipe machinery business, and are now at this time desirous of reducing their understanding to writing; and

WHEREAS, the said party of the first part has devoted many years to the study of cement pipe and cement pipe machinery and the business connected therewith, and proposes to devote his entire time and attention to the promotion of said business; and

WHEREAS, the party of the second part proposes to assist in every manner possible wherever called for or wherever the best interests of the business require, and proposes to finance the promotion and exploitation of the business hereinbefore mentioned to such an extent as may be necessary;

NOW, THEREFORE, it is mutually understood and agreed that the party of the first part will devote his entire time and attention to the promotion, development and exploitation of the cement pipe machinery business and the cement pipe

TOPPETETT.

business and to the formation and promoting of such companies or associations as may be advisable or necessary; that he will keep an accurate and correct account of all moneys expended for every purpose in any way connected with the business, which account shall be rendered to the party of the second part month—ly. The party of the second part agrees to furnish the money and cfedit necessary to develop and promote said business properly, to such an extent as is consistent with sound business. He agrees during the first six months following the date of this contract, commencing January 1st,1917, to deposit on the first day of each and every month in the Northern Trust Company of Chicago, the sum of Five hundred Dollars (\$500.00), to the credit of the party of the first part, to be expended by said party of the first part in such manner as the best interests of the parties require.

He agrees to have subject to call and subject to draft by the party of the first part in the Capital National Bank of St.Paul, Minnesota, the sum of Five thousand Dollars (\$5,000.00), less such sums as have been deposited monthly to the credit of the party of the first part with the Northern Trust Company of Chicago. The party of the first part shall be accountable for all such moneys. It being understood, however, that his ordinary and usual living expenses are properly chargeable against the funds furnished by the party of the second part.

At the end of the six months period herein mentioned the parties shall make such further arrangement as to the financing of this proposition as may be necessary or justified by the then facts and existing conditions.

It is specifically understood and agreed that the parties hereto shall share equally in all profits derived either directly or indirectly from the development, promotion or exploitation of the cement pipe business or the cement pipe

business and to the formation and promoting of such companies or macociations as may be advisable or necessary; that he will keep an accurate and correct account of all monage expensed

machinery business. That such profits, whether they be in cash, stock, bonds or other assets, shall be first used to satisfy the actual expenses and outlay incurred in the promotion of the business, and the balance shall be equally divided between the parties hereto.

It is understood that the arrangement hereby made shall be only dissolved by mutual consent of the parties or upon the failure of the parties to carry out the terms of this agreement.

IN WITNESS WHEREOF, said parties have hereunto set their hands the day and year first hereinabove written.

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A G R E B M E N T

WHEREAS WILLIAM A. CURLESS, of the City of Pittsburgh and State of Pennsylvania (hereinafter called "party of the first part"), and HARRISON G. FOSTER, of the City of Lexington and State of Kentucky (hereinafter called "party of the second part"), have heretofore been jointly interested in the ownership and development of certain patents for the manufacture of concrete pipe, known and described as:

United States Patent No. 929 898, dated August 3, 1909;

" " 931 972, " " 24, 1909;

" " 1 211 787, " July 9, 1917

(known and described as the "Thomas Patents");
United States Patent No. 1 048 689, dated December 31, 1912,
and an application for a patent upon a machine known as the
"Harmond Junior Machine", now in process of being issued,
being the application for a patent now in the hands of Hood &
Schley, Attorneys, of Indianapolis, Indiana (said last mentioned patent and application being known and described as
the "Harmond Patents"):

AND WHEREAS in connection with the said joint interest of said Curless and Foster a corporation was here-tofore organized under the laws of the State of Washington, called "CPMENT PIPE MACHINERY COMPANY", all of the stock and beneficial interest in which are owned by said Curless and Foster:

AND WHEREAS an agreement was heretofore entered into between said parties for the sale by said party of the second part to said party of the first part of all of the former's right, title and interest in and to said patents and in and to his ownership of stock and interest in said CENENT PIPE

MACHINERY COMPANY, and in and to his interest in the operations of said Curless and Foster in connection therewith, and for an assignment by the party of the second part to the party of the first part of all such right, title and interest:

AND WHEREAS it has been found impracticable to carry out said agreement in all its terms and conditions, and said parties still desire to consummate said sale:

HOW, THEREPORE. IT IS HEREBY AGREED by and between the party of the first part and the party of the second part, in lieu of the terms and provisions of said former agreement, as follows:

FIRST. IN CONSIDERATION of the sum of One hundred (\$100) Dollars to him in hand paid, and of other good and valuable considerations, the receipt of which is by him hereby acknowledged, the party of the second part hereby sells, assigns, sets over and transfers unto the party of the first part all his right, title and interest, either legal or equitable, of every nature and kind whatsoever, in and to the above mentioned patents and application, and in and to all improvements, additions, alterations or extensions thereof now in contemplation or under consideration, or hereafter to be obtained; and all his right, title and interest, legal or equitable, in and to his interest as a stockholder or otherwise in said CEMENT PIPE MACHIMERY COMPANY, and in the assets thereof, free from all claims or liens thereon, growing out of or arising by reason of any of the acts of the said party of the second part; and said party of the second part hereby undertakes and agrees to execute and deliver to the party of the first part, or to such person or persons as he may direct, all such assignments, agreements or instruments, of any kind, which may be required or may seem desirable for the purpose of fully and effectually vesting in

MACHIGENY COMPANY, and in and to his interest in the operations of said Curiess and Wester in coonsciton therewith, and for an

said party of the first part all of the right, title and interest in and to said Letters Patent and application, and rights above mentioned, and to assist said party of the first part in the accomplishment of said purpose in all reasonable ways that may be required.

SECOND. AND IN CONSIDERATION THERPOF, said party of the first part hereby undertakes and agrees to pay all such costs, charges and expenses as have heretofore been incurred in connection with the assignments of said patents and application and rights to the party of the first part, or may hereafter be incurred in connection therewith; and shall save, and hereby agrees to save, said party of the second part harmless from the payment by him of any debts or obligations of said CEMENT FIRE MACHINERY COMPANY which have or may hereafter accrue against him, or for which he may now or hereafter be held liable by reason of his connection with or ownership of stock in said corporation.

the that, by virtue hereof, said party of the first part shall acquire and be entitled to receive in his own name and for his own use and benefit the title to said patents and all of said matters herein set forth; and that said party of the second part shall, upon the consummation hereof, be freed from all debts, claims or obligations arising by reason of said transaction; said party of the second part hereby ratifying and confirming all that he has previously done under said previous written agreement shove mentioned in the accomplishment of this purpose.

FOURTH. IT IS HETRBY STIPULATED AND AGREED that said previous written agreement between the parties hereto shall be, and the same is, hereby rendered null and void, except as to such

mentioned, and to menter said party of the river part in the coin and to said Letters latent and application, and rights above said party of the first part all of the right, title and interest assignments and actions as the party of the second part has heretofore done thereunder for the purposes aforesaid. IN WITNESS WHEREOF the parties hereto have hereunto set their hands at the City of Pittsburgh, Pennsylvania, this A day of February, A. D. 1919. Witness: // (SEAL) (SEAL) -4-



A G R E E M E N T

WHEREAS WILLIAMA. CURLESS, of the City of Pittsburgh and State of Pennsylvania (hereinafter called "party of the first part"), and HARRISON G. FOSTER, of the City of Lexington and State of Kentucky (hereinafter called "party of the second part"), have heretofore been jointly interested in the ownership and development of certain patents for the manufacture of concrete pipe, known and described as:

United States Patent No. 929 898, dated August 3, 1909;

" " " 931 972, " " 24, 1909;

" " " 1 211 787, " July 9, 1917

(known and described as the "Thomas Patents");
United States Patent No. 1 048 689, dated December 31, 1912,
and an application for a patent upon a machine known as the
"Hammond Junior Machine", now in process of being issued,
being the application for a patent now in the hands of Hood &
Schley, Attorneys, of Indianapolis, Indiana (said last mentioned patent and application being known and described as
the "Hammond Patents"):

AND WHEREAS in connection with the said joint interest of said Curless and Foster a corporation was here-tofore organized under the laws of the State of Washington, called "CEMENT PIPE MACHINERY COMPANY", all of the stock and beneficial interest in which are owned by said Curless and Foster:

AND WHEREAS an agreement was heretofore entered into between said parties for the sale by said party of the second part to said party of the first part of all of the former's right, title and interest in and to said patents and in and to his ownership of stock and interest in said CEMENT PIPE

MACHINERY COMPANY, and in and to his interest in the operations of said Curless and Foster in connection therewith, and for an assignment by the party of the second part to the party of the first part of all such right, title and interest:

AND WHEREAS it has been found impracticable to carry out said agreement in all its terms and conditions, and said parties still desire to consummate said sale:

NOW, THEREFORE, IT IS HEREBY AGREED by and between the party of the first part and the party of the second part, in lieu of the terms and provisions of said former agreement, as follows:

FIRST. IN CONSIDERATION of the sum of One hundred (\$100) Dollars to him in hand paid, and of other good and valuable considerations, the receipt of which is by him hereby acknowledged, the party of the second part hereby sells, assigns, sets over and transfers unto the party of the first part all his right, title and interest, either legal or equitable, of every nature and kind whatsoever, in and to the above mentioned patents and application, and in and to all improvements, additions, alterations or extensions thereof now in contemplation or under consideration, or hereafter to be obtained; and all his right, title and interest, legal or equitable, in and to his interest as a stockholder or otherwise in said CEMENT PIPE MACHINERY COMPANY, and in the assets thereof, free from all claims or liens thereon, growing out of or arising by reason of any of the acts of the said party of the second part; and said party of the second part hereby undertakes and agrees to execute and deliver to the party of the first part, or to such person or persons as he may direct, all such assignments, agreements or instruments, of any kind, which may be required or may seem desirable for the purpose of fully and effectually vesting in

NACHINERY COMPANY, and in and to his interest in the operations of asid Curless and Moster in connection therewith, and for an assignment by the party of the second part to the party of the first part of all such with the

said party of the first part all of the right, title and interest in and to said Letters Patent and application, and rights above mentioned, and to assist said party of the first part in the accomplishment of said purpose in all reasonable ways that may be required.

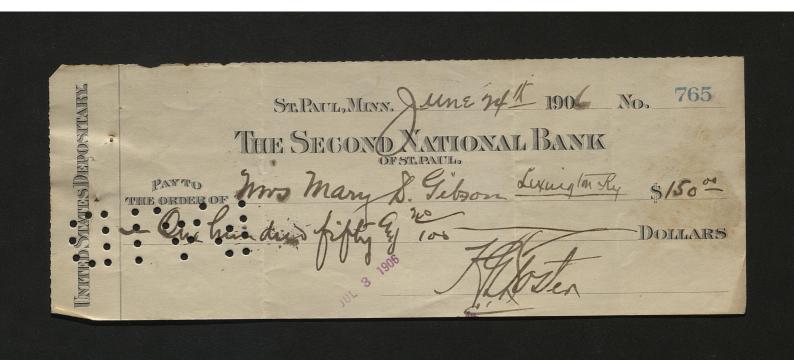
SECOND. AND IN CONSIDERATION THEREOF, said party of the first part hereby undertakes and agrees to pay all such costs. charges and expenses as have heretofore been incurred in connection with the assignments of said patents and application and rights to the party of the first part, or may hereafter be incurred in connection therewith; and shall save, and hereby agrees to save, said party of the second part harmless from the payment by him of any debts or obligations of said CEMENT PIPE MACHINERY COMPANY which have or may hereafter accrue against him, or for which he may now or hereafter be held liable by reason of his connection with or ownership of stock in said corporation.

third. The True intent and meaning of this agreement being that, by virtue hereof, said party of the first part shall acquire and be entitled to receive in his own name and for his own use and benefit the title to said patents and all of said matters herein set forth; and that said party of the second part shall, upon the consummation hereof, be freed from all debts, claims or obligations arising by reason of said transaction; said party of the second part hereby ratifying and confirming all that he has previously done under said previous written agreement above mentioned in the accomplishment of this purpose.

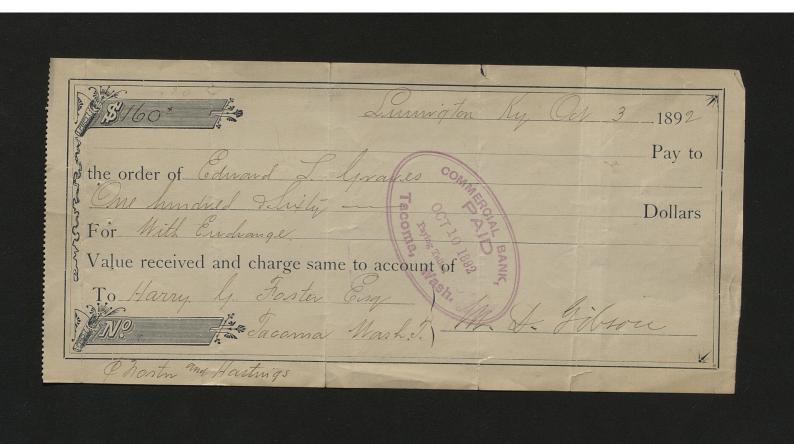
FOURTH. IT IS HETEBY STIPULATED AND AGREED that said previous written agreement between the parties hereto shall be, and the same is, hereby rendered null and void, except as to such

required. compliatment of sale purpose in all reasonable ways that may be montioned, and to againt said party of the first part in the acin and to said Letters Fatent and application, and rights above said party of the First part all of the right, title and interest assignments and actions as the party of the second part has heretofore done thereunder for the purposes aforesaid. IN WITNESS WHEREOF the parties hereto have hereunto set their hands at the City of Pittsburgh, Pennsylvania, this wenty first day of February, A. D. 1919. Witness: / Clarences Morse Milliany G. Courles Marion Gola (SEAL) -4 -

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December 13th, 1916. To the NATIONAL BANK OF TACOMA, Tacoma, Washington. Gentlemen:-We hand you herewith in scaled envelope, certain assignments which we desire to place in your hands as escrow holder. This envelope with its contents intact will be delivered by you to Wm. A. Curless of Chicago, Ill., and Harrison G. Foster of St. Paul, Minnesota, upon the payment by them to you for James Thomas of Tacoma, Washington, of the sum of Twenty-five Thousand Dollars (\$25,000.00) in cash; or the envelope and contents will be delivered by you to the said Curless and Foster at any time upon the written order of James Thomas, of Tacoma, Washington, without the payment of any sum whatever. This escrow shall continue in any event, unless the foregoing provisions are complied with, until July 1st,1917, after which time if same has not been delivered to the said Curless and Foster, Mr. James Thomas is entitled to the envelope and contents upon demanding the same and receipting therefor. In the event of his failure to demand same this ascrow agreement shall be deemed a continuing one and the said Foster and Curless shall be entitled to receive the envelope and contents upon full compliance with the escrow agreement. The signatures of the parties to this escrow agreement are appended hereto. James Thomas Harrison Hotel Millian a Course

COPY

Fol. 1

SUPREME COURT, NEW YORK COUNTY.

WILLIAM A. CURLESS,

Plaintiff,

-against-

W. A. CURLESS COMPANY, INC.,

Defendant.

: Plaintiff designates

:New York County,

: as the place of

trial.

SUMMONS

To the above-named Defendant:

YOU ARE HEREBY SUMMONED to answer the complaint in this action, and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance, on the Plaintiff's Attorneys within twenty days after the service of this summons, exclusive of the day of service. In case of your failure to appear, or answer, judgment will be taken against you by default, for the relief demanded in the complaint.

Dated, New York, May 5 1922.

STETSON, JENNINGS & RUSSELL, Attorneys for Plaintiff

Office and Post Office Address: No. 15 Broad Street, New York, N.Y.

LOY' I SUPREME COURT, NEW YORK COUNTY. Fol.1 WILLIAM A. CURLESS, Plaintiff, : -against-W. A. CURLESS COMPANY, INC., Defendant. : The plaintiff above named by Stetson, Jennings & Russell, his attorneys, complaining of the above named defendant, alleges: FOR A FIRST CAUSE OF ACTION That at all times hereinafter mentioned the defendant was and still is a corporation organized and existing under the laws of the State of New York. II. That on or about April 11, 1921, the plaintiff entered into an agreement with the defendant whereby the plaintiff agreed to and did cancel a prior contract between the plaintiff and defendant dated August 26, 1919, and in consideration of said cancelation and also of certain moneys expended and services performed 3 by the plaintiff under said contract of August 26, 1919, the defendant agreed to pay to the plaintiff the sum of \$26,270. III. The plaintiff duly performed all the conditions on his part to be performed. IV. That by reason of the foregoing the defendant has become indebted to the plaintiff in the sum of \$26,270.; that no part of said sum has been paid, although payment thereof has been duly demanded.

MOT*T FOR A SECOND CAUSE OF ACTION V. Defendant repeats and realleges the allegations set forth in paragraph 1 of the complaint herein with the same force and effect as if herein fully set VI. That on or about January 22, 1919, the plaintiff was made General Manager of the defendant and held that office from January 22, 1919, to January 27, 1921. VII. That in the course of his duties as said General Manager and at the defendant's request the plaintiff made certain expenditures and advances of cash in behalf of the defendant prior to January 27, 1921, in the sum of \$4,645.89, and for which expenditures and advances the defendant agreed to reimburse the plaintiff. VIII. That by reason of the foregoing there became due and owing to the plaintiff from the defendant the sum of \$4,645.89, no part of which sum has been paid. although payment thereof has been duly demanded. FOR A THIRD CAUSE OF ACTION 6 IX. The plaintiff repeats and realleges the allegations set forth in paragraph 1 of the complaint herein with the same force and effect as if herein fully set forth. X. That on or about May 15, 1921, an account was made and stated between the plaintiff and defendant; that upon such statement a balance of \$30,915.89 was found and agreed to be then due to the plaintiff from the defendant on account of the matters referred to in the first and second causes of action herein. - 2 -

大学 工艺社 tions dot forth in paragraph I of the complaint herein T. Befendant repeats and realleges the allege-XI. That no part of said sum of \$30,915.89 has been paid, although payment thereof has been duly demanded, and the whole amount thereof is due and payable to plaintiff from defendant. WHEREFORE plaintiff demands judgment against the defendant for the sum of \$30,915.89 with interest on \$26,270. from April 11th, 1921, and on \$4,645.89 from January 27th, 1921, together with costs and disbursements of this action. STETSON, JENNINGS & RUSSELL Attorneys for Plaintiff, Office and P.O. Address, 15 Broad Street, Borough of Manhattan, City of New York. 8 STATE OF NEW YORK SS: COUNTY OF NEW YORK WILLIAM A. CURLESS being duly sworn, deposes and says that he is the plaintiff in the within action; that he has read the foregoing complaint and knows the contents thereof; that the same is true to his own knowledge, except as to the matters therein stated to be al-9 leged upon information and belief and that as to those matters he believes it to be true. Affirmed to before me this) (Signed) William A. Curless 25th day of March, 1922 (Signed) Wm. H. Binder Notary Public, Bronx County No. 65 Certificate filed in New York County No. 177

THIS AGREEMENT Made and entered into this 15th day of December, 1915, by and between JAMES THOMAS, of Tacoma, Washington, party of the first part, and HARRISON G. FOSTER, of Tacoma, Washington, party of the second pagt, WITNESSETH:

For and in consideration of the sum of One (\$1.00)

Dollar, and other valuable consideration, the party of the first part hereby agrees to sell, assign and transfer upon demand, to the party of the second part for the sum of One Hundred (\$100.00) Dollars, United States patents

Nos. 929,898, and 931,972, and series of 1915 No. 59906, covering all of the territory of the United States, except Washington, Oregon, California, Florida, Louisiana, Texas, and that part of Michigan not held by the Consolidated Coal Company, of Saginaw, which said territory the party of the first part specificially reserves to himself.

This option to purchase shall remain in effect for a period of one (1) year, unless cancelled by mutual consent, and shall not be assigned without the consent of the party of the first part.

IN WITNESS WHEREOF, we have hereunto set our hands this 15th day of December, 1915.

Ames Thomas
Party of the first part

Party of the second part

WHEREAS,I, HARRISON G. FOSTER of Lexington Kentucky am the owner of a patent designated as "Letters Patent No. 1,048,689 and an application for patent made by Thomas W. Hammond Jr. of Tacoma Washington November 22d, 1915, being further improvements upon cement pipe making machines, and am owner of all rights under said patent and application in all territory of the United States, excepting California, Oregon and Washington; I Harrison G. Foster having obtained ownership to the above patent and application for patent by assignment from the Cement Pipe Machinery Company a Washington corporation.

AND WHEREAS, I, HARRISON G. FOSTER am joint owner, with WILLIAM A. CURLESS of Pittsburgh Pennsylvania in certain patents and improvements on cement pipe machines, known as the JAMES THOMAS patents and more fully designated as "Letters Patent No. 929898" bearing date August 3d, 1909, "Letters Patent No. 931,972 "bearing date August 24th, 1909 and application for "Letters Patent known as "series of 1915 No. 59,906" bearing date November 6th, 1915; and for which letters of patent were allowed and are now known as "Letters Patent No. 1,211,789" and granted January 9th, 1917. The interest and ownership in the above patents being obtained from James Thomas of Tacoma Washington, the original owner and patentee, through agreements and assignments that were placed in escrow with the National Bank of Tacoma, Tacoma Washington and bearing date December 13th, 1916.

WHEREAS, WILLIAM A. CURLESS of Pittsburgh Pennsylvania is desirous of acquiring said Letters Patent and all territory covered by said Letters Patent and all title and interest of the same held by Harrison G. Foster of Lexington Kentucky;

NOW, THEREFORE, TO WHOM IT MAY CONCERN:

Be it known that for and in consideration of the sum of Ten Dollars (\$ 10.00) to me in hand paid, receipt whereof is hereby acknowledged, and of other valuable considerations, I the said Harrison G. Foster, have sold, assigned and transfered and by these presents do sell, assign and transfer unto the said William A. Curless

femma Stabington november 238, 1916, being Christ improvedents and an application for parent nade by Tromas I. Partoni dr. of the owner of a patent designated as " Letters Patent No. 1,048,689 WHEREAS, I, HATRISON G. FOSTER of Lexington Kentucky am all of the right, title and interest in and to said patents and inventions as secured to me by said Letters Patent, to all of the United States except the States of Washington, Oregon and California; The same to be held and enjoyed by the said William A. Curless within and throughout the above specified territory and not elsewhere, for his own use and that of his legal representative, successors or assigns, to the full end of the term for which said letters Patent are or may be granted, as fully and entirely as the same would have been held and enjoyed by me had this assignment and sale not been mado. In Witness Whereof, I have hereunto set my hand this 14th day of December, 1918. Narrism Toolin Witnesses: State of Pennsylvania) County of Allegheny I, a.J. Roce & Public in and for the said State, do hereby certify that on this 14 day of December, 1918, personally appeared before me Harrison G. Foster, to me known to be the individual described in and who executed the foregoing assignment of patent, and who acknowledged that he signed and sealed the same as his free act and deed, for the uses and purposes therein mentioned. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial seal the day and year in this certificate first above written. in and for said State, Notary Public in and for said Staresiding at Pittsburgh, Allegheny County, Pennsylvania.

Return to FOSTER & HASTINGS,
TACOMA, Wash,
If not delivered within 5 days.

Onl. Hart. Gibson

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H.G.FOSTER. GEO.W. HASTINGS Toster Toustings
MANUFACTURERS OF AND DEALERS IN ... Washington Red Cedar Shingles and Lumber ALSO DOUGLASS FIR AND SPRUCE. Tacoma, Wash ang 31 st, 1893. My Dear Col.
The Leader Came this morning amouncing your homination to the State Ligislature and was very glas to hear it. Please recept my Congratulations for some that your summated you will be elected. The fight for mayor seems to be very hot x from the accounts should judge that there would be music in the air soon. Yesterday drøde om to Olympia with Judge allru t he sumed very glad to hear of Kentucky. X his oct friends. Mittie & John are well * we are enjoying very good weather. Junes are very hard out here but we are managing to exist & have paid expenses there far

Hope confidence will soon be restored & Tremess will trace up, but do not see much improvement yet. mittie got a letter from many from her you & showed judge that she was having so end of a good time. With I had been with you on your rounds through the country for I do like to meet good houst farmers. It does me lot of good to suct an houst man, for out in this country they are few a far tetrone. Hope that now you may be the next man & represent Kentucky at washing to Dremain affectionally Jours Mittie & Gibon join me in lon to you all. The fictures were very good.

LEXINGTON, KY., November 14, 192 5

MR. Harrison Egster,

IN ACCOUNT WITH BEAUMONT FARM

FAYETTE PHONES AT BOTH FARMS

HAL PRICE HEADLEY, PROPRIETOR

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ST PAUL & TACOMA LUMBER CO. TACOMA, WASH. MANUFACTURERS WASHINGTON FIR LUMBER, RED CEDAR LUMBER SHINGLES. HARRISON G. FOSTER, Representative, CHICAGO. Sept 20 1 1911 My Ken Mother Gibon -Enclosed you will find O.O. Key Which Tibon walker off with Sancter has written get them Is hury up. time when they leave x ber will meet them. donlie has a bad cold but she will han a good put with no. The whole clan will mut with me Sunday. Her me were + hope to han you with me com. Ace send for Affectmately Human J. Fosts

AGREEMENT.

This agreement entered into this 26 day of October, 1921, between the B.T.U.Gas Company, Inc., party of the first part, and Proctor Osborne of Flat Gap, Kentucky, party of the second part;

WITNESSETH, that for and in consideration of the sum of fifty (\$50.) dollars annually, in payments of twenty (\$25.00) five dollars upon the signing of this contract and twenty-five (\$25.00) dollars every six months in advance, the first party agrees to sell gas for this dwelling of the said second party.

Whereas, the said second party agrees to make his connections to the well of Isom Salyer or to a line run from the weid well by some other party at his own risk and expense.

Whereas, the said second party agrees to use every precaution and didigence in preventing leakage on the line and waste of gas.

Whereas, the said second party will use the gas for his own dwelling only.

Whereas, the term of thes contract shall be three years and the flat rate the same unless a meter be installed and then the rate will be per thousand cubic feet.

will notify 121 party and this contract willed on land of 2rd party he intestimony whereof the party of the first party by its treasurer

and the second party set there hand and seal.

Witnesses.

Donnie askorne

Practor (+) Osborne.

WITNESSETH: That the parties hereto for and in consideration of the mutual covenants and agreements herein contained, agree as follows, to-wit:

The party of the first part agrees to build, construct and thereafter maintain for the time provided herein, a gas line from a certain gas well or wells, belonging to it near Flat Gap, Johnson County, Kentucky, to a point at the cross-road near the Store of Noah Williams' at said place, and to keep gas therein at high pressure in the manner, at the price and for the purposes hereinafter provided.

The first amount of gas sold under this contract is five million cubic feet at a price of \$1000.00, cash in hand paid, the receipt of which is hereby acknowledged, and which said amount may be used by second parties as needed by them, provided, however, thousand they use at least one million, five hundred/eubic feet thereof per year hereafter until said amount is consumed, and in the event of their failure to consume said minimum amount for any one year they shall pay the price therefor at the regular rate set out herein.

After the above stated amount of gas, being five million cubic feet, has been consumed, first party shall continue to furnish gas to second parties in the same manner and at the same prices, and for the time herein stipulated, and at a price of Twenty-two Cents per one thousand cubic feet, with a two cent reduction per one thousand

cubic feet, provided payment thereof is made on or before the 10th of the month for the gas consumed during the preceeding month. Also second parties shall continue to use a minimum amount of one million, five hundred thousand cubic feet of gas per year or will pay the price for said minimum amount.

This contract shall be in full force and effect for five years from date hereof, and shall be binding upon the parties hereto, their heirs, successors, executors and assigns.

Second parties shall make all necessary or required connections to the said main line referred to herein, and shall assume all and entire responsibility for the transportation of the
gas from said main line to wherever needed, and shall hold first
party free from liability for any and all injury or damage done
beyond the said place or places of connection.

Second parties shall used ue and ordinary care to provide against gas being wasted by leaks or other means, after being taken from said main line, and shall immediately fix and repair all brakes or leaks thereof.

Second parties shall provide and use the necessary meters for measuring the gas consumed under this contract, and first party may have free access thereto, in order to determine the amount of gas actually consumed, provided, however, that first party may at any time install a meter or meters of its own, and which, when installed, shall determine the amount of gas consumed.

In event of any accidents to the main line referred to herein, second parties shall notify first party thereof, and it will, as soon as possible thereafter, make the necessary repairs.

IN TESTIMONY WHEREOF, The party of the first part has caused its name to be signed hereto by its Treasurer, and second

parties have signed same, this the day and date first above written. B. T. U. GAS COMPANY BY_____Treasurer Ar. P. P. Meady roah Saarans E. B. Daniel Servin Jayne H. H. Car. M.O. Whehers Mr. G. Boggs Envest fayne Ab Milliams Ab Milliams

CLASS OF SERVICE

This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable symbol above or preceding the address.

WESTERN

R. B. WHITE

NEWCOMB CARLTON

J. C. WILLEVER

SYMBOLS

1940 FEB 20 M 12 56

DL = Day Letter

NL=Night Letter

LC=Deferred Cable

NLT=Cable Night Letter
Ship Radiogram

The filing time shown in the date line on telegrams and day letters is STANDARD TIME at point of origin. Time of receipt is STANDARD TIME at point of destination

Received at

NA29 74 NT=NEWYORK NY 19

H G FOSTER=

1107 16 NORTHWEST WASHDC=

HAVE JUST LEARNED THROUGH MARY OF THE GREAT BEREAVEMENT WHICH
HAS BEFALLEN YOU IT IS NEEDLESS TO SAY MY HEART GOES OUT TO
YOU IN SINCEREST SYMPATHY EVERYONE WHO KNEW HARRY LOVED HIM
TENDERLY AND ALTHOUGH IT HAS NOT BEEN MY GOOD FORTUNE TO HAVE
SEEN HIM OFTEN IN THE PAST FEW YEARS I CANNOT HELP BUT FEEL
AN ACUTE LOSS ACCEPT MY SINCEREST CONDOLENCES AND WITH
SINCEREST GOOD WISHES TO YOU AND FLORENCE=
CALHOUN JOHNSTON:

Mease Letters

Funeral Service - Mr. Harrison Foster February 7, 1940 Dr. Robert Whitfield Miles, officiating "I am the resurrection, and the life: he that believeth in me. though he were dead, yet shall he live: and whoseever liveth and believet in me shall never die." Twenty-third Psalm

John 14:1-3, 25-27

Romans 8:31-35

1 Corinthians 15:20-28,54-58

Lufeful - and leantiful.

Revelation 22:1-5 Scripture Reading: Frayer: O God, our gracious Heavenly Father, the Father of our Lord Jesus Christ and of all mankind; we, Thy children, turn with grateful hearts to these words written so long ago, and worked out in the experience of men with Thee. We believe that they are just as true to-day as when written in days gone by. For we know that Thou dost still lead men through the valley of fear, that Thou art the Comforter of the race and that in Thy eternal purpose Thy interest is toward us. We join with Thy servant Paul in the knowledge that death and the grave have been conquered through Jesus Christ, who brought life, light, and immortality to pass. Our prayer is that we may give not only the intellectual and spiritual assent to these truths; but that they may be such an integral part of our lives that our whole being will be based on them. For this reason we are not as men without kope, believing that life is futile and unavailing, but there is in our possession peace, confidence, purpose and power. However, whenever a loved one leaves the family circle or is removed from the number of our friends there is sorrow over the physical separation and pain caused by parting. May these loved ones, brother, sons, daughter and grandchildren be sustained in this sorrow by the knowledge of Thy love and understanding. Help us to realize that all that grieves us touches Thee. In this marked fashion may theyknow that they are bound with Thee in a fellowship of suffering. We pause to render thanks for Harrison Foster who has gone home. We are grateful for the length of days that were his, for the home that he established and the constructive Christian contributions that have gone out from it and the homes of his children. The kindliness of his nature, his courage, enthusiasm, and optimism will linger long in the memory of his friends and constitute his most lasting monument and memorial. Help us who remain to evaluate life properly so that we may lay hold upon the eternal verities, dealing lightly with that which is transient and epheneral, we ask through Jesus Christ our Lord, Amen.

First Preshyterian Church Lexington, Kg.

Robert Ahitfield Miles, D. P. Minister

A. P. Payne
Clerk of Session
W. A. Bull
Trensurer
Aliss Tisther Delrich
Director of Religious Aducation

CROSSING THE BAR

Sunset and evening star, And one clear call for me. And may there be no mouning of the bar When I put out to sea.

But such a tide as moving seems asleep.
Too full for sound or foam.
When that which drew from out the boundless deep.
Turns again home.

Twilight and evening bell, And after that the dark, And may there be no sadness of farewell, When I cmbark.

For though from out our bourne of time and place The flood may bear me far; I hope to see my Pilot face to face, When I have crossed the bar.

- Alfred Tennyson.

Committal:

Forasmuch as Almighty God hath taken unto Himself the soul of our brother departed, we therefore commit his ashes to their resting place (earth to earth, ashes to ashes, dust to dust); looking for the resurrection of the dead, and the life of the world to come, through our Lord Jesus Christ; who shall change our mortal body, that it may be made like unto His own glorious body; according to the mighty working whereby He is able to subdue all things unto Himself.

Benediction:

The grace of the Lord Jesus Christ, and the Love of God, and the communion of the Holy Spirit, be with you all. Amen.





I am writing you so you have a diagram of the property of no doubt Fritz went over it with you + you can show your mother what I mean. Expect Charlie here on the 16th Busines looks trights for 1925 but they have bun hit hard for 3 years. Havril Deen Hawry Int Kor sien des Copper. Homes Owerney and others - see ask for you o andison -Un going to take Macus Johnson & The Miller Hospite to day where he will to on a diet for ten days - take Insulin tor his diabetes - albim is doing

MINNESOTA CLUB

10. Febr. 1925.

Gran Hart. Getting back to the Inglende
diagram you paid me.

I got a blue print and find
the distance from the center of Gibson
Ave to the centre of Pyre Road is

369 ft. made up as forceror
Trom Center Giban for to proport line - 25

Thom Center Giban for to proport line - 25

From Center Giban Aor to proporty line - 25 ft.

. Proporty Line I ward Popula Adams 150 ...

Jepit of hereu lot

From Arter line & Center Joyce Ad - 25 ...

3 6 9 ...

In order to protect the property or have loss soft deep on Rythe + 25 ft for 1/2 of Pyrke you ohomed lake of the 175/t from the 36g ft leaving 194 ft thorn center of Tibon to what would

be the property line - This added to the 285 ft south from the Clutre of Tilson an wones mark 479 Jt product - nos if you go back a little mon than 450ft wones give the sacres, but if you take in the most side to electe Type Road you world have 369 to houst + 285 ft Onth, or 654 fromtage which worsed make a mightlarge piece. a apt of 450 ft to 475 ft world for the take in part of the oed orchard + the con pen-The 194ft must brings the corner about in front I the Chule anderson garager. and world make a fine garden over there. Jon go over this carefully hith your mother. Fritz was and ins for us to like to Centre of Ryke Road which woned protect him Fanhie + give us boto n Ryske. He way I have put it, wit sacres would recessitate about 200 ft of Fracing. If you showed take to Ryke it would eliminate the Collage unless take in about Tacus. I will wom you all when I leave here of go to Lexington That under your mothers instructions.

MINNESOTA CLUB

first pale but is taking mightford ease of hims elfworther mild - more like
washington - D.C. wisher. Most

The mont gone.

Last night had dainer with

Preston o took in a movie.

The is well but his not her

va. It is bester Lucy is with

va. It is bester Lucy is with

ther- wice one Join Hymort

when I go through Chicago

when I go through

there Rock asphalt.

there Rock asphalt.

There was like in the fifty.

20202012





Hud John Foster Sog

TELEPHONE: N. W. MAIN 2032



HARRISON G. FC

ANNOUNCES THAT HE HAS RETUED TO

849-851 SECURITY BANK BUILDING
MINNEAPOLIS, MINN.

TELEPHONE: N. W. MAIN 2032



TACOMA, WASH.

HARRISON G. F STER

ANNOUNCES THAT HE

849-851 SECURITY BANK BUILDING MINNEAPOLIS, MINN.





Hart Gibson Foster, Esq.,
c/o Farrar House,
Andover,

Massachusett

TELEPHONE: N. W. MAIN 2032



HARRISON G. FOSTER

ANNOUNCES THAT HE HAS REMOVED TO

849-851 SECURITY BANK BUILDING

MINNEAPOLIS, MINN.

THIS SIDE OF CARD IS FOR APPRESS



LEXINGTON, KY.

IMPORTANT No. 109/

BRING THIS CARD WITH YOU

Lexington, Ky., May 1, 1935.

Your Taxes for 1934, amounting to \$ ______ due, and in order that I may make my final settlement, as prescribed by Statute, I will expose to public sale at the Court House door, Monday, May 13, 1935, between hours of 9 a. m. and 2 p. m., to the highest bidder your property to satisfy said tax bill.

Yours very truly

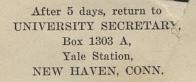
J. PORTER LAND,

Sheriff Fayette County.

If paid before day of sale further penalties will be avoided.



Alumni Registrar,
Secretary's Office,
Yale University,
New Haven, Conn.







Mr. Hart G. Foster,
1107 16th Street, N.W.,
Washington, D. C.

YALE UNIVERSITY NEW HAVEN · CONNECTICUT

SECRETARY'S OFFICE

February 21, 1940.

Mr. Hart G. Foster, 1107 16th Street, N.W., Washington, D. C.

My dear Mr. Foster:

It has been reported to our office that the death of your father occurred on February 5. We were very sorry to learn of this. We are anxious to have as complete information of a biographical nature as possible for the permanent University records and I shall appreciate it if you will see that the enclosed blank is filled out and returned to this office at an early date. An addressed envelope is also enclosed for your convenience in replying.

Very truly yours,

Marion L. Phillips Alumni Registrar

Marioud. Phillips

MIP:DH Encs.

After 5 days, return to SHEFFIELD SCIENTIFIC SCHOOL, NEW HAVEN, CONN.



Mr. H. G. Hoster. 851 Security Bank Blg Municapolis, Minn

SHEFFIELD SCIENTIFIC SCHOOL OF YALE UNIVERSITY

This certifies that

Mr. H. G. Foster

has been admitted, without conditions, to the Freshman Class of this institution.

New Haven, Conn

Sept. 30, 1910

Attur Warvin
For the Examiners.

Return to Jay Forster 29- Lamel an Schaubhurn Gibson Esq. 2

96- Inglesido Garagha Sonth Brondway on Sty.



My Dear Duncan Enclosed fried my CK. #18 on the Decond natural Barre of Soffene for 400 =. I am doning this hunidly Dut will write you next wan regarding the busines fact of it * Hectionalis Hamin Joster Kindly acknowledge receipt of this

Stane 1/29/00



MANUFACTURERS AND DEALERS IN

WASHINGTON RED CEDAR SHINGLES AND LUMBER

S. A. GIBBS, MANAGER

LATE MANAGER OF

NORTH PACIFIC CONSOLIDATED

SHINGLE CO.

ALSO

DOUGLASS FIR AND REDWOOD

TACOMA, WASH. aug 27th 1892

my Wear Ool-When in fentucky Past summer for the Dollege. Knowing that the Polling will coon sommence I thought perhaps there might be a phance for the man Isporte to you about, namely ther. S. B. Livermore of this Place. He is a man about 32 years to married. He graduated from Sartmonth Coelege & then entered the sently of the Thompson- Honston people He has built a mumber of roade for them the last one bring one here which, after completing, he has operated for them until it was told a short time ago. He will fir bably start but does not like jumping from one place to another, He understands thoroughly the practical faut of Electricity ascured as the theoretical or no doubt would make a skolen to. him on the subject & he was

MANUFACTURERS AND DEALERS I

WASHINGTON RED CEDAR SHINGLES AND LUMBER

S. A. GIBBS, MANAGER

LATE MANAGER OF NORTH PACIFIC CONSOLIDATED SHINGLE CO. ALSO

DOUGLASS FIR AND REDWOOD

The papers out here don't give are account of the racing in Chicago, Sacoma is I growing fast that is there are a I great tribany suew buildings going oft hely & take up 320 acres, lack of Land near Warth Yaking. It is Clessert land & by putting up 1000 you can have four Jugary 18 That land irigated will raise anything from strawbines to ogsters dan going 18 take up 320 deres I solde frend are going to do likewise then we can But in Har non irrigating ditet. Nand along me of hote ditches is selling for 500 for acre now, There is a good Chance for Hart I can get Three located He can clear ten acres I have in hops next year. It torto 10 % per Bound to raise hopo read tor market these year they are selling

MANUFACTURERS AND DEALERS IN

WASHINGTON RED CEDAR SHINGLES AND LUMBER

S. A. GIBBS, MANAGER

LATE MANAGER OF

NORTH PACIFIC COMSOLIDATED

SHINGLE CO.

DOUGLASS FIR AND REDWOOD

much taken with the idea. If there is a chance I would like to have you correspond with him. for are all well out here but are obliged to do our own booking as our either fishing hope or gone to work in the new woolen mill mittie has buy talking about going to Kentucky the Latter fait of Septendon, but it is a long trip to make alone with a baby, It it were possible for me to go with his Du how Dean get away. Our breinese is still growing not withstanding the Naucy Hanks still trop I bee strongthe back the falm to Kentucky. Juy-ry- sque sa Have not heard from Duncan for a long while Ruffore he must be doing will or I would have heard from him. He is still in Chicago Drippose

MANUFACTURERS AND DEALERS IN

WASHINGTON RED CEDAR SHINGLES AND LUMBER

S. A. GIBBS, MANAGER

LATE MANAGER OF NORTH PACIFIC CONSOLIDATED ALSO

DOUGLASS FIR AND REDWOOD

for the freide hope it is a quat fruit country. It is the Dance proposition as Polisonia where Paul is worth from 15 or \$1300 per acre, low all sent four to you all Lovingh Harry.





H.G.FOSTER. GEO.W. HASTINGS Tosten Toustings

MANUFACTURERS OF AND DEALERS IN MANUFACTURERS OF AND DEALERS Washington Red Cedar Shingles and Lumber ALSO DOUGLASS FIR AND SPRUCE. Tacoma, Wash ang. 22473. My Dear level. We are at last in Facome & once more in harmon, but business is mighty quiet + snoney is "out of right." Ma Darmall has Taking in all of the other Somes Cities hi has bicided to locate here. Here hay fever has luft him I he is very much pleased with our climate. Jou remember, I told him Is on Best Griggs as he had a first rate practise & I thought mades an older man withhim. Her saw But & has formed a painership with him & is working on an eighty thousand doctor suit now. Is Jon se he has stepfed right into a good braines. All here like him vry much x I think he will get along first rate. I received a note from

Joster Goldstings

MANUFACTURERS OF AND DEALERS IN THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPE Washington Red Cedar Shingles and Lumber ALSO DOUGLASS FIR AND SPRUCE. max amnouncing that he & Soulie has amin's in Retail & were going to snow at once into the altion flate. was very glad to read the account of Frompeur's race. He was a favorte although he has not run befor. One of reason was because he had a good joesley, I guess Little Soup seems to be the winning mount in most of the races this year. racie? I have kear the articles in The Leader about Gonguesman Breckenridge and it looks mighty bad, but hope there is nothing in it. and hely wrote with the widding. The telegram surprise 18 ms h cause we thought The Pope world have to be consulted on the subject what are their places

Washington Red Cedar Shingles and Lumber ALSO DOUGLASS FIR AND SPRUCE over han not heard. The fairly hire fat lating Francisco. The fairly hire on it. He is also brighing to the mon careful about his gradient although you can her him cay "dem" sometimes the often talk of his high cent's named over all of the love, horses took, the Thing I to be you will be successful in bring I to fe you will be successful in bring the first of the find the successful in bring elicted to the Legislature of when you can find time will drop us a line all pend door to all at Inglis de affectionity

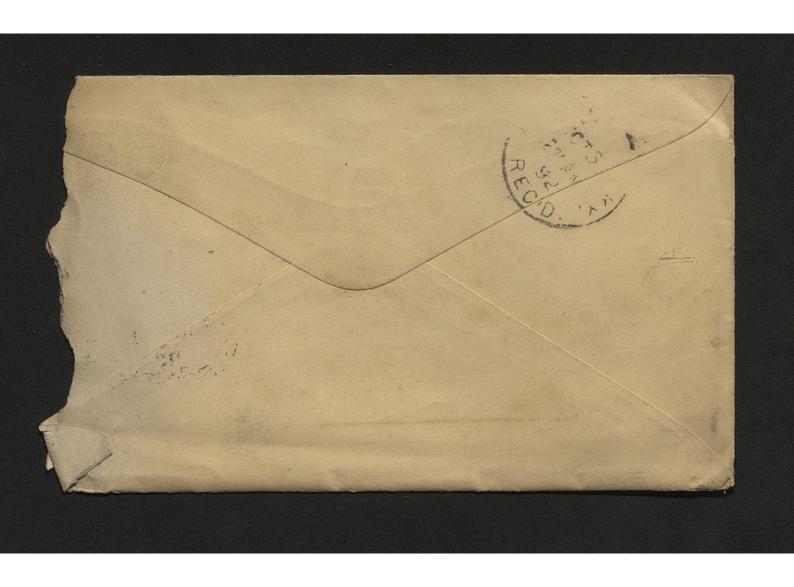
H.G.FOSTER. GEO.W. HASTINGS Return to FOSTER & HASTINGS,
TACOMA, Wash,
If not delivered within 5 days.

Che. Hart Gibson

Lexington

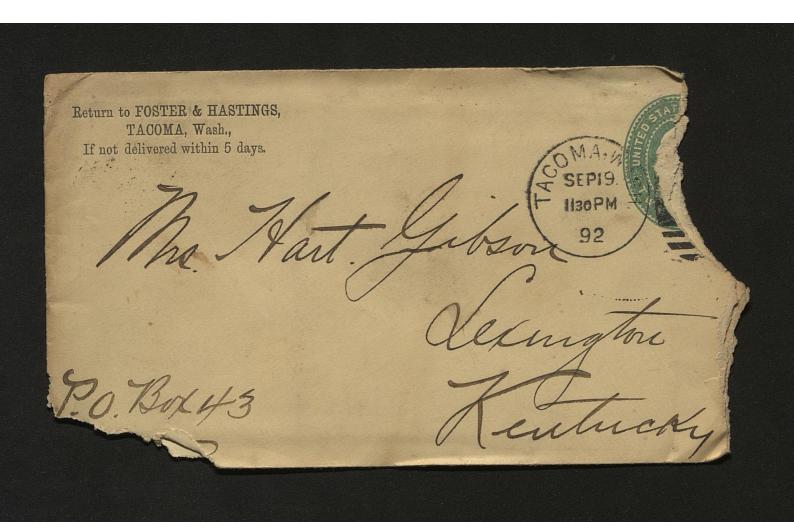
P.O. Box 43.

Lexington



Foster V Hastings

DOUGLASS FIR AND REDWOOD S. A. GIBBS, MANAGER. Tacoma, Wash Sept 301 1892 My Dean Mother Gition - Pitom rested for fitter fast night. He slight some & when he was aware he was quiet. This morning he looked bitter, His Temperaline was gge the is hungry & lakes his nourishment every four hours, it bring two onnes of nestles food, which he seems to digest my well. The Doctor don't consider him out of danger yet but carp he is getting along he will as can be expected. It will take a long while to get him straightened around but Thuck with good muraing he will be all right. for have a very faithful murde who stays right with him. mittee has had a little rest lately x it has done her some good hough the has buy so worried I that the will reed a rest as over as she care get it all suid for Tour Loving by Hang.





Foster V Hastings

S. A. GIBBS, MANAGER. Jacoma, Wash July 19th 1892

My Wenr Mother Giben

Mitthe D Chling worth you about Liben bring sick with a fear. He has been very sick. This temperature has panged from 100° 15 103° ever since Malarial from x the Dit thought it might home into Typhon that he seems convinced now that it will not. We have been up with him sight along giving him the medicine surry hours It this snowing his fear seems titter He is very wrak & squed good surrang which we are giving him. lers Nodor is a homorpath x a good one. The little fallow is as good as he can be about taking mudicine + Kupa grist. boll with you Somorow & let you know how he is getting stong Mel send for by on all Jonning Ham,

Return to FOSTER & HASTINGS,
TACOMA, Wash,
If not delivered within 5 days.

Place Fact Goma,

SEP26

4-PM
92

Lexing ton

Roll 4-3

Roll 4-3

Roll College

Return to FOSTER & HASTINGS,
TACOMA,

SEP26

4-PM
92

Lexing ton

Roll College

Roll



GEO. W. HASTINGS Foster & Hastings S. A. GIBBS, MANAGER Jacoma, Wash Sept 26 189 2 My Near Mother Giben. to pay that Liben is getting along very well. The Doctor says he is Idoney as well as law to expected. The Temperature is about 990 x he is beginning to Statice things. He is is hungry as a tear & seems to digest what he Late first rate. Nor expect to take soon as he gets well enough the will probably 90 15 Redlands We he all firling much bither today. Mitthe got a letter from you, today telling of yes Duceaus Cappointment which is very sie How him. Auneau could do Hother Thomas Think by young home & waiting for the Lexingland Races, Than What heard from for a long while luppone

Washington red cedar shingles and lumber

DOUGLASS FIR AND REDWOOD

S. A. GIBBS, MANAGER

Tacoma, Wash he is at Hawthome as Taifield Phrs has Glosed. I wish Huit Could Come out x door at the Country & decide for humically for I do not like do advize him to come & there not have him men who have land there who world to willing to make lone Knid of an arrangement 18 improbe the land & I thunk Hart could make a good trade with them. He 18 manag im prove & cultivate their land but would rather have him come out & look our the prospecte I Thus one has to be a resident to lathe up the land but it only Takes 66 days 15 browne arisidet. He might have these men gir hun land for developing their land or

H.G. FOSTER GEO. W. HASTINGS . Foster & Hastings Washington red cedar shinbles and lumber DOUGLASS FIR AND REDWOOD S. A. GIBBS, MANAGER. Tacoma, Wash 189 some thing just as good. It will take good hard work rlending Strictly to business, He Cant hair a brown stone front to live in, but a Common Goard shack Electricity is Knocking out the horse for footin poines havy draft horses & farm horses. Lowe are a good investment as mulk no 12 quarts for a dollar * butter 35 18 50 cente per pound I will send you a long account soon so you can se statisties all send lots floor or Rease, 18 foring & Harry

