No. 11182 Original

21st May 1885

Acquittance

from

Henry Fraser Cunnendal

to

William Hammond

1st Copy

Marler & McLennan,
Notaries,
Montreal.

Before Me William de M Marler the undersigned Notary Public for the Province of Quebec residing at the City of Montreal,

Appeared Henry Fraser Curwen of Workington Hall in the County of Cumberland, Esquire & William Jolliffe Mostyn of Welshpool in the County of Montgomery in the Principality of Wales Esquire

Acting herein in their quality of Surviving Trustees named in and appointed by an Indenture bearing date the Second day of June eighteen hundred & seventy nine, and made between the Reverend William Bell Christian of the First Part, the said Henry Fraser Curwen of the Second Part, Edward Colpeys Johnson of the Third Part, the said Henry Fraser Curwen & Mary Ann Susan his wife of the Fourth part, Fitzowen John Skinner of the Fifth Part, and John Ormsby Johnson (since deceased) Henry Fraser Curwen & William Jolliffe Mostyn of the Sixth Part,

Represented herein by John Macintosh of Montreal, Accountant, their Attorney duly constituted under a Letter of Attorney in favor of the late James Grant & the said John Macintosh jointly & severally executed before Witnesses on the Twenty fifth of October eighteen hundred & seventy nine deposited of record in the office of the undersigned Notary on the Twenty sixth of November of the same Year,

Who acknowledged and confessed to have had & received previous hereto of & from William Harrington residing at St Andrews in the County of Argenteuil, Gentleman, the sum of Fifteen dollars & eighty three cents being the Capital of the constituted rent created in lieu of the annual Seigniorial rents, cens et rentes payable by the said William Harrington in respect of the Lot No Zero hundred & eighty four on the official plan & Book of Reference of the Parish of St

Andrews

Andrews in the County of Argenteuil, Bounded to the North East by the North River to the North West by lot No 282 to the South West by lots Numbers 250, 251, 261, 262, 279 280 & 281 and to the South East by lot No 283 on the said plan, containing Fifty arpents forty eight perches more or less & also in respect to that portion of Isle aux Chats lying in the said County of Argenteuil, of which immovables Frederick Parlin of Carillon in the said Parish of St Andrews is the Owner & proprietor & which said sum has been paid by the said William Hannington and received by the said appearers in order to redeem the said constituted rent rentes constituées in virtue of the provisions of Chapter Forty one of the consolidated Statutes of Lower Canada

And the said appearers acting & represented as aforesaid, do hereby further acknowledge to have received all arrears of such constituted rent to the date of payment of the Capital & they therefore do hereby forever release and discharge the said William Hannington and the said lots of land above described from all liability generally whatsoever in respect of such constituted rent, past, present or future

The said constituted rent was acquired by the appearers from the late John Ormsby Johnson in his quality of Sole Surviving executor & Universal Fiduciary Legatee under the Last Will & Testament of the late Charles Christopher Johnson in his lifetime Seigniors Proprietor & Possessor of the Fief & Seigniory of Argenteuil

Whereof Acte

Done and passed at Montreal aforesaid on this Twenty first day of May one thousand

*that part of Isle aux Chat is in possession of Hugh Robertson Esq. he being proprietor of the same Wm Hannington

thousand eight hundred and eighty five, & recorded in the office of said Mr Mader under No Eleven thousand one hundred and eighty two and the said appearer after due reading hereof signed in presence of said Notary

(Signed) John Macintosh

" W de M Mader N.P.

A true copy of the original hereof remaining of record in my office

W de M Mader

No 6058 1885

Wm. Harrington
re property

7th April 1885

Acknowledgment
of Constitut
by
William Brown Esq
in favor of
William Harrington
Esq

Copy

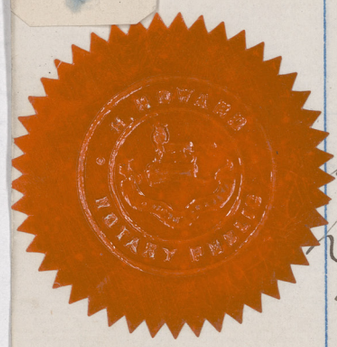
No 9821

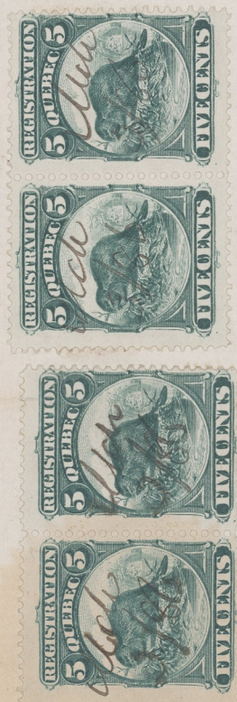
Received at nine
o'clock A. M. on
3rd March 1886

Entered No 3.
19 Sep. 1887

	1 10
	20
	20
No.	$1.50

N. Howard, Rf.





On this seventh day of the month of April in the year of our Lord one thousand Eight hundred and Eighty five.

Before the Undersigned Notary Public duly Commissioned and sworn in and for that part of Canada now Constituting the Province of Quebec, residing in the District of Terrebonne.

Personally came and appeared William Brown, of the village of Saint Fortune, in the District of Montreal, merchant, of the first Part: And William Harrington, of the Parish of St. Andrews, said District of Terrebonne, Esquire, of the second Part:

Which said William Brown did and doth hereby acknowledge himself to be the proprietor in possession of that certain lot of land designated on the Official Plan and Book of Reference of the said Parish of St. Andrews, County of Argenteuil, under the No one hundred and forty six (146); bounded north east by 145, south west by 147, north west by 153, south East by 93 — containing sixty feet front by one hundred feet deep: and which said

lot is charged and hypothecated with an annual constituted rente foncière to and in favour of said William Starrington, of three dollars, created on a principal of Fifty dollars; Which said rente he doth acknowledge to owe and promise to pay each and Every year unto the said William Starrington, accepting hereof, on the first day of April, commencing on the first day of April next, 1886. And in so far as may be necessary he doth hereby bind, mortgage and hypothecate the said lot of land as security for the payment thereof.

Done and passed at St Andrews — aforesaid, in the office of said notary, under the number six thousand and fifty. And the appearants have signed with and in presence of said Notary after being duly read.

Signed,

William S Brown.
Wm Starrington.
H Howard. N.P.

A true copy of the original hereof remaining of record in my office.

H. Howard N.P.

Meeting of the British Association at Montreal.

CONFERENCE OF DELEGATES FROM SCIENTIFIC SOCIETIES.

SIR,

Pending the discussion of the Rules proposed in the Report of the "Local Scientific Societies" Committee, under which, if adopted, an annual Conference will in future receive official recognition, a Conference of Representatives and Members of Scientific Societies will be arranged during the Montreal Meeting, and will be open to any Members of such Societies. The names of those who desire to be present at the Conference should be sent to W. WHITAKER, Esq., 33, East Park Terrace, Southampton, or *after August 12th*, Reception Room, British Association, Montreal, to whom may be sent papers or other communications to be brought before the Conference.

N.B.—The names of Delegates officially appointed under the existing Rules of the Association should be sent to the Secretary, Professor Bonney.

Yours faithfully,

Odsey Grange, Royston, Cambs., 18th June, 1884. H. GEORGE FORDHAM.

Members of American Societies wishing to attend the Conference will oblige by sending their names to J. W. Dawson Esq. — — — — or, after August 25, to W. Whitaker

MEMO. RE SALE OF HARRINGTON LOT ON

BEAVER HALL HILL

-o- -o- -o-

TOTAL PRICE		14000.00
Rents collected by P. M. Robertson $35. + 70.		405.00
Purchasers Proportion 5/12 of Taxes 1910/11		56.40
		14461.40
Less Taxes	135.35	
Repairs Plumber	32.22	
Roofer	16.91	
Commission on Renting	16.67	
" Sale 2½% on $14000	350.00	551.15
Net price		$13910.25

Due Mrs. Harrington 1/3	4636.75
2/3 due Miss Harrington & Miss VanCortlandt	9273.50
Less Balance due them at 5½% under Deed	9000.00
	273.50
" Paid them 19th Nov. 1910	150.00
Cash Paid them 2nd Dec'r 1910	$123.50

To do with No 49
Beaver Hall Hill

(COPY)

Montreal, Dec. 1st, 1910.

Mrs. B. J. Harrington,

In account with P. M. ROBERTSON,

Dec. 1	To 5 months rent No. 49 Beaver Hall Hill at $67.00 -	335.00	
	" 7 months rent Stable No. 49 Beaver Hall Hill at $10.	70.00	
	" 5 months for proportion of City Assessment for year 1910-1911	56.40	
Nov. 7	By Cheque to City of Montreal for City Assessment to April 30th, 1911		135.35
19	By Cheque to Miss Laura Harrington on acct. of rent collected from 49 Beaver Hall Hill		150.00
28	By Cheque to John Watson & Co. as per amount of acct. rendered		32.22
29	By Cheque to Geo. W. Reed & Co. Ltd. as per amount of acct. rendered		16.91
Dec. 1	By 2½% Commission on renting No. 49 Beaver Hall Hill for 10 months from July 1st. to April 30th 1911, at $800 per annum		16.67
	Balance due Mrs. Harrington		110.25
		$461.40	$461.40

E. & O. E.

Marriage Licenses issued.

3RD FLOOR, STANDARD BUILDING,

157 ST. JAMES STREET,

Montreal, 16th Dec., 1910. 190

Mrs. B. J. Harrington,

In account with FRY & CLERK,

Notaries and Commissioners.

HENRY FRY.
RONZO H. CLERK.

Dec. 2	By	your Share of price of Beaver Hall Hill property as per statement	4636.75
		Less cheque on a/c	4500
			136.75
	To	your 1/3 of our a/c herewith	21.03
			$115.72
" 16 "		our Cheque enclosed to balance	$115.72

Henry Fry

Re the Sale of
Beaver Hall Hill
property
abt 15-9 Dec 1910

16th Dec., 1910.

Mr. Conrad Harrington,

295 University St.,

C i t y.

Dear Sir,-

I now enclose the statements in connection with the sale of Beaver Hall Hill property and my Firm's cheque for $115.72 being balance due your mother. The statements enclosed are copy of Mr. Robertson's account, memo re the price, statement of disbursements and fees of my Firm and statement showing the amount of the cheque.

Yours truly,

FRY & CLERK,
NOTARIES.
Marriage Licenses issued.

HENRY FRY.
RONZO H. CLERK.

STANDARD BUILDING,
157 ST. JAMES STREET,

Montreal, 16th Dec., 1910.

Mr. Conrad Harrington,
295 University St.,
C i t y.

Dear Sir,-

I now enclose the statements in connection with the Sale of Beaver Hall Hill property and my Firm's cheque for $115.72 being balance due your mother. The statements enclosed are copy of Mr. Robertson's account, memo re the price, statement of disbursements and fees of my firm and statement shewing the amount of the cheque.

Yours truly,

Henry Fry

SURROGATE'S COURT,

City and County of New York.

IN THE MATTER OF PROVING THE LAST WILL AND TESTAMENT

——— of ———

THOMAS STERRY HUNT, Deceased, as a Will of Real and Personal Property.

ORDER FOR PUBLICATION OF CITATION &c.

GROSVENOR S. HUBBARD, ESQ.,

Attorney for Petitioner,

No. 35 Wall Street,

New York City.

To Professor B. J. Harrington

A. WESTBROOK CO., Law Lithographers, 60 William Street, New York.
TYPO-LITHO. PROCESS.

NOW, ON MOTION of Grosvenor S. Hubbard, Esq., attorney for the said James Douglas, petitioner,

O R D E R E D : That the service of the citation in the above entitled matter, upon the aforesaid persons, viz: Henry Archbald, Executor &c., Mrs. Hunt, J. Washington Hunt, Augustus Hunt, Clinton N. Sterry, Thomas Sterry, Louis Hopkins, Charles B. Clarke, Mrs. Edmund Barnard, Mrs. Henry Archbald, Université-Laval Board of Royal Institution for the advancement of learning Governors of McGill College Montreal, Professor B. J. Harrington, Seminary of Quebec, Massachusetts Institute of Technology, Sheltering Arms Hospital, be made by publication thereof in two newspapers, to wit: in the The New York Law Journal and in the Weekly Union both published in the City of New York, once a week for six successive weeks, or, at the option of the petitioner, by delivering to and leaving with each of the above named persons in person, and to the President, Secretary, Treasurer or other officer of the above named Institutions, in person, a true copy of the citation without the State.

AND IT IS FURTHER ORDERED AND DIRECTED, That on or before the day of the first publication, the petitioner deposit in the post-office, at the City of New York, a copy of the citation and of this order, contained in a securely closed post-paid wrapper, directed to each of the following persons respectively, at the places designated below, viz:

Henry Archbald, Montreal, Canada.

Mrs. Hunt, No. 256 University Street, Montreal, Canada.

J. Washington Hunt, No. 24 Stone St., Jersey City, N.J.

Clinton N. Sterry, Emporia, Kansas.

Thomas Sterry, Norwich, Conn.

Louis Hopkins, Norwich, Conn.

Charles B. Clarke, Denver, Colorado.

Mrs. Edmund Barnard, Montreal, Canada.

Mrs. Henry Archbald, Montreal, Canada.

Université-Laval Quebec, Canada.

Board of Royal Institution for the advancement of learning Governors of McGill College Montreal, Montreal, Canada.

Professor B. J. Harrington, Montreal, Canada.

Seminary of Quebec, Quebec, Canada.

Massachusetts Institute of Technology, Boston, Mass.

Sheltering Arms Hospital, Norwich, Conn.

And I being satisfied by the said petition that the petitioner cannot with reasonable diligence ascertain a place where the said Augustus Hunt would probably receive matter transmitted through the post-office, hereby dispense with the deposit of any papers therein.

RASTUS S. RANSOM,

Surrogate.

Board of Royal Institution for the advancement of learning Governors of McGill College Montreal, Montreal, Canada.

Professor B. J. Harrington, Montreal, Canada.

Seminary of Quebec, Quebec, Canada.

Massachusetts Institute of Technology, Boston, Mass.

Sheltering Arms Hospital, Norwich, Conn.

And I being satisfied by the said petition that the petitioner cannot with reasonable diligence ascertain a place where the said Augustus Hunt would probably receive matter transmitted through the post-office, hereby dispense with the deposit of any papers therein.

RASTUS S. RANSOM,

Surrogate.

To
Professor B. J. Harrington

THE PEOPLE OF THE STATE OF NEW YORK,

BY THE GRACE OF GOD, FREE AND INDEPENDENT.

To

James Douglas, [petitioner], George E. Sterry and Henry Archbald Executors named in the Will of decedent, Mrs. Hunt the widow of decedent, J. Washington Hunt, Augustus Hunt, Theodore C. Williams, Clinton N. Sterry, Thomas Sterry, Louis Hopkins, Charles B. Clarke, Mrs. Edmund Barnard, Mrs. Andrew J. White, Mrs. Henry Archbald, Mrs. George E. Sterry, Université-Laval [at Quebec Canada], Board of Royal Institution for the advancement of learning Governors of McGill College Montreal, George Iles, Professor B. J. Harrington, Seminary of Quebec, Massachusetts Institute of Technology, Sheltering Arms Hospital [at Norwich Connecticut], the widow, heirs and next of kin of Thomas Sterry Hunt, deceased, and legatees and persons otherwise interested in his Will,

SEND GREETING:

WHEREAS, James Douglas of the City of New York, has lately applied to the Surrogate's Court of our City and County of New York, to have a certain instrument in writing, bearing date the 28th. day of August, 1890, relating to both real and personal property, duly proved as the last Will and Testament of Thomas Sterry Hunt, late of the City and County of New York, deceased.

THEREFORE, YOU, AND EACH OF YOU, ARE CITED to appear before the Surrogate of our City and County of New York, at his office in the City of New York, on the 18th. day of April, one thousand eight hundred and ninety-two, at ten o'clock in the forenoon of that day, then and there to attend the probate of the said last Will and Testament.

And such of you as are hereby cited, as are under the age of twenty-one years, are required to appear by your guardian, if you have one, or if you have none, to appear and apply for one to be appointed, or in the event of your neglect or failure to do so, a guardian will be appointed by the Surrogate to represent and act for you in the proceeding.

IN TESTIMONY WHEREOF, We have caused the Seal of the Surrogate's Court of our said City and County of New York to be hereunto affixed. WITNESS, HON. RASTUS S. RANSOM, Surrogate of our said City and County, at the City of New York, the 18th. day of February, in the year of our Lord one thousand eight hundred and ninety-two.

[L.S.]

JAMES F. McLAUGHLIN,

Clerk of the Surrogate's Court.

GROSVENOR S. HUBBARD, ESQ.,
Attorney for Petitioner,
No. 35 Wall Street, N.Y. City.

Montreal
Jan 24th 1894

Alex. Le Roy Esq
St Andrews,

Dear Sir,

I write hurriedly to say that I have communicated with Mrs Brown requesting her to allow you to assume the care of the stock at once, and have no doubt that she will do so. In fact it would not be to her interest to do otherwise. Perhaps you will kindly consult with Mr Theodore Davis as to what had best be done with my implements, sleighs &c until such time as I can arrange for a sale, & oblige

Yours very truly
R. J. Harrington.

1348 ST. CATHERINE STREET,

Montreal, June 13th 1887

Dr Harrington

3 Cases
1 Bbl Flour
4

BOUGHT OF

WILLIAM V. GORDON,

(LATE OF QUEEN'S HALL BLOCK,)

Importer, Wholesale and Retail Grocer.

34	lb	Biscuit	4 25	1 Bbl Flour	5 75	10	00
7	"	Gr Flour	35	80 lb Gr Sugar	5 60	5	95
40	"	Y Sugar	2 40	2 " XX do	20	2	60
6	"	C Rice	75	4 " Sago	40	1	15
36	Bar	Soap	2 52	1 Bot Vinegar	25	2	77
4	pk	Corn	40	4 pkg Cocoa Esc	60	1	00
8	pkg	Sy Starch	40	6 lb Wht Starch	65	1	05
2	lb	Bi Soda	6	35 " Oatmeal	1 25	1	31
1	Bt	G Oil pt	40	1 Bot Salt	15		55
1	Bag	Salt	15	6 lb Full Rice	75		90
3	lb	Currants	25	1 Bot Choc	50		75
1	"	Vermicelli	20	1 lb Macaroni	20		40
1	Pkg	———	XX	1/2 " Sheet Gelatine	38		38
1	Bot	Rennet	25	1/4 " Tin Mustard	13		38
1/4	Gr	Wh Pepper	13	1/4 " Gr Ginger	13		26
4	Tin	Lobster	50	4 Tin Salmon	60	1	10
2	"	CC Beef	70	4 lb Bacon	68	1	38
1/2	Box	Fig	90	3 " Dates	25	1	15
2	lb	Gr Rice	20	2 Tin M Food	50	1	00
1	Box	Rob Barley	25	4 lb Peas	16		41
1	Tin	Pea Flour	25	3 " Gr Wheat	15		40
3	lb	Gr (Wheat)		2 " Jap M Lack	40		40
3	Tin	Sardines	38	3 Dz Lemons	25		63
1	Pt	L Juice	30	8 lb Apple	75	1	05
1	lb	Coffee	40	1 Bot M Catsup	25		65
1/2	"	Macaroni	10	3 lb Blo Flour	15		25
4	"	C & B Powder	100	1 Dz Lemons	10	1	10
2	oz	Sheet Gelatine	20				20

$39 17

(Copy)

Private

Montreal
Dec 15th 1893

Alex. Le Roy Esq
St Andrews
P.Q.

Dear Sir

I have been ill in bed for the past two weeks and unable to answer your letter sooner.

I am asking $8000 for my farm - ½ down and the balance in five or six annual payments with interest at 4 per cent. This would include the stock.

It would however, suit me much better to sell for cash and have done with the matter and I am willing to give your farm & stock for $6,500 clear in cash.

There are I may say few farms which combine so many advantages as proximity to schools, churches, post & telegraph offices, railway steamboats &c. The house too is unusually well built and comfortable and the garden in first class order.

Believe me
Yours faithfully
B.F. Harrington.

A. LeRoy
Dec 7/93

St Andrews
7th Decr 1893

Dr Harrington
Dear Sir
Since you wrote me about your farm being for sale, I have thought considerably about it, and have at last decided that I should like to purchase it, (that is) if the price of it and the terms would suit.
You would oblige me if you would let me know at your earliest convenience, your lowest price for it, stock and all included, also the terms you wish it to be paid, if

they are what I think I can meet, I would purchase, and if I did, I would want to take possession about the first of the year, so that I could see after the stock myself, during the winter.

yours truly

Alex Le Roy

Letters
written to
B. J. Hutchinson
mainly business

Copy

Montreal
Dec. 30th 1893.

Alex. Le Roy Esq
St Andrews, P.Q.,

Dear Sir,

I understand from your letter of the 27th inst. that you wish to purchase my farm at St Andrews (and stock) for $8000 — ⅓ down and the balance in 5 or 6 annual payments with interest at 4 p.c. I accept your offer ~~provided~~ but understand that you assume the payment of the amount due to the Seignior (about $275). The Brown's lease does not expire until the spring, but possibly they ~~would~~ will be willing to give you possession

at an earlier date.

Wishing you a very Happy New Year I am

Yours very truly

B. J. Harrington.

Letters Business
of B. J. Harrington
These to do with
Sale of St Andrew's
property.

St Andrews
Decem^r 27. 1893

Dr Harrington
Dear Sir

Rec^d your letter in which you stated the terms of selling your farm and should have answered sooner but the delay has been on account of the money it is so placed that we cannot have a decided answer for a few days yet.
We would rather take it at your cash price but if not we will pay the $8000 as you stated in your letter so you can let me know if you will count this a closed bargain

Yours truly
Alex LeRoy

Extracts from Dr. Hunt's Will.

"XIV. I give and bequeath to Prof. B. J. Harrington, of McGill University, Montreal, Canada, the copyrights of my works, and all my scientific writings, it being my desire that he shall publish my literary remains in the Transactions of the Royal Society of Canada, or in any other way he sees fit."

"XVII. I give and bequeath to the Board of Royal Institution for the Advancement of Learning, governors of McGill College, Montreal, Forty Shares of the Capital Stock of Molsons Bank in the City of Montreal, standing in my name, such stock and the proceeds at any time arising from its sale, and such further legacies as are hereinafter specified, to be used to found a scholarship in said institution

to bear my name, and the income, interest and issues thereof to be given and paid annually to a student or students of Chemistry in said Institution upon such terms & conditions as the said Board of Governors of said Institution may prescribe"

"XIX. All the rest residue & remainder of my estate real and personal, I direct my Executors to sell & convert into money and to pay the proceeds in equal payments to the Seminary of Quebec, the Board of Royal Institution for the Advancement of Learning, Governors of McGill College, Montreal, and the Massachusetts Institute of Technology, until each of said institutions shall receive and be paid the sum of two thousand dollars, in

addition to the bequests already made to them, to be added to such first bequest for the purposes therein set forth."

"XXIII. All the rest residue and remainder of the monies remaining in the hands of my executors from whatever source derived or received, after the payment of the pecuniary legacies hereinbefore given, & direct shall be ~~given~~ divided among and paid to the pecuniary legatees hereinbefore named in proportion to their respective legacies."

ON HER MAJESTY'S SERVICE

T. S. Hunt's Will

H. Harrison, L.S. & C.E.

Dr Harrington

McGill College

Montreal

CANADA
4 MO 92
O.H.E.

Department of Public Printing and Stationery.

STATIONERY OFFICE.

DEC 2
1
92

(COPY)

26th May, 1890.

Dr. T. Sterry Hunt,
Park Ave. Hotel,
New York, N.Y.

Dear Sir:-

Referring to our correspondence and conversation concerning the publication and sale of your books, I beg to say that we are ready to undertake the sale of those already printed and for which you have the plates and to publish your book now in Mss on the following terms:

1. Where we assume the whole cost of publication and sale we will allow you on all copies sold 10% of the retail price.

b 2. Where you furnish us with the plates for a book and we print from the same at our own cost we will allow you 25%.

3. Where you furnish us the books ready for sale and that we have only the expense of marketing them, advertising, etc., we will pay you 40% of the retail price.

In all cases we must hold the exclusive right of sale and

a production, in other words that the Scientific Pub'g Co. hold the plates and copyright.

With regard to copies you desire for gratuitous distribution of the books already printed you stated you would like 10 copies of each, and that is quite satisfactory. Of the new book while I would say about 25 copies free, yet since we must distribute a great many copies free for notice, and that those you would send to are for the most part those we would want to get the book I presume the practical limit may well go to 50 copies.

It is of course understood that we handle all the books, that is, 1. Chemical & Geological Essays,

2. Mineral Physiology & Physiography,

c 3. A New Basis for Chemistry,

4. Mineralogy according to a Natural System, (In Mss)

If this arrangement is satisfactory please advise us and I would like to get the books without delay and announce them in the next issue of the Journal and get circulars prepared.

The plates we would not want just yet, but you could send us the order for them. I suppose you got the assignment of the copyright from Cassino.

With regard to the Mineralogy.

I think it would be a very great advantage to have it out this Autumn when we have all the foreigh engineers here, and if you can get it ready I will put it in hand before I go West (in 3 weeks) or can make arrangements then to have the work done or commenced while I am away. I think it would be well to count 6 or 8 weeks from the time we get the Mss until the books are on sale, though it could all be set up in half of that time.

f. S. H. #2.

I beg to send you, with our compliments, a copy of Kunz' "Gems & Precious Stones." I will be greatly obliged if when you have read it you will write us your opinion of the book. We consider it a fine example of the bookmakers art - this of course is what concerns us.

Yours truly,
(Sd.) R. P. Rothwell.

(COPY.)

Park Avenue Hotel,
New York, May 27, 1890.

R. P. Rothwell, Esq.,
Prest. Scientific Pub. Co.,
Dear Sir:-

Referring to your letter of yesterday and its proposition regarding the publication of my books I would say that I agree to the terms therein proposed as follows:- I give the Scientific Publishing Co. the exclusive right of sale and reproduction of (1) Chemical & Geological Essays, (2) Mineral Physiology and Physiography, (3) New Basis for Chemistry, second and revised edition (of which three books I own the plates) (4) Systematic Mineralogy, now in Mss. I enclose herewith the orders for the plates and copies of 2 and 3 with my endorsement to the Scientific Publishing Co. and will write to Cassino for the copyright about which there will be, I presume, no difficulty. You have promised to write to Mr. Bradlee Whidden, Publisher, Boston, as to the copies of 1. I enclose Mr. Cassino's letter to John Wilson & Sons, Cambridge, of which I sent them a copy and received a reply that the plates were entered on their books as belonging to me. I regret that I cannot at this moment find their reply, but I give an order for the plates.

As regards the ten copies (10) of each of the volumes now published they may be sent to the care of Mr. James Douglas, Spuyten Duyvil, New York. There is a quantity of the first edition of the New Basis for Chemistry 1st. edn.which should be destroyed.

I shall not be able to put my Mss. in your hands before your proposed departure for the West but will use all the despatch compatible with my state of health in forwarding it. I beg to acknowledge with thanks the receipt of the beautiful volume of Kunz, and will soon read it over and write you about it.

Faithfully yours,
(Sd.) T. Sterry Hunt.

Department of Public Printing and Stationery,

OFFICE OF THE QUEEN'S PRINTER AND CONTROLLER OF STATIONERY,

Ottawa, 30th November, 1892.

Dear Dr. Harrington,

I have your letter and the inclosures which latter I return.

There is a confusion of ideas between you and Dr. Douglas upon this matter arising from the use of the word "Copyright" in two distinct senses. Dr. Hunt in bequeathing to you the copyright of his books bequeathed that which he possessed, the reversion of the copyright and the revenue or in other words the Royalty. The Copyright strictly speaking is held by the Scientific Publishing Co., but they hold it subject to the Royalty; and this expression "Royalty" is often used convertibly with the expression "Copyright" as signifying the author's dues upon a book.

This will be clear if you will consider what would happen if the Publishing Co. were to fail, and such instances are continually occurring. In such an event the Copyright and Plates might be sold at auction and might be bought by anybody; but whoever bought them would be liable for all the conditions on which they are held. It would thus be more correct to say not that the Scientific Co. owned the Copyright but that the Scientific Co. controlled the Copyright and Plates.

If you look at the Co's letter of the 26th of May you will see what I mean clearly coming out. At the place where I have marked "a" in pencil you will find that

the Copyright

the Copyright is equivalent to the exclusive right of sale and production. At the place marked "b" you will find the amount which the Co. have to pay for this privilege and that amount which they have to pay for this privilege is the thing which Dr. Hunt was in possession of when he died and which he bequeathed to you. — besides the ultimate reversion

The case of a house let on long lease is one quite parallel to this - where a given rent is charged and where the possession passes, but where the ultimate ownership rests with the original proprietor.

I have often heard the expression used, "a Copyright of 10% or of 20%" when more strictly speaking the word "Royalty" should be used; and you will see in the transaction which Dr. Hunt had with Cassino the matter illustrated clearly. Cassino was publishing Hunt's first book under some such arrangement, and Cassino held the Copyright of the book, that is to say he held it subject to conditions. When Dr. Hunt made his new arrangements he wrote to Cassino and had the Copyright transferred, and this appears upon the papers which you send me.

I trust I have made my meaning plain; if not, pray write me again and send me back the papers, or, when I come to think of it, I will make a copy of the papers and keep them by me; so that you can refer to them without the trouble of returning them. I think Douglas is clearly wrong. It is a very definite and distinct thing which was bequeathed to you, and the Scientific Publishing Co. are in effect trustees for you.

Do not hesitate to write me again.

Yours truly,

J. E. Dawson

Dr. Harrington,