

Forty-first Congress, U. S. House of Representatives, Washington, D. C., January 26, 1871.

My dear Mr. Fisher, I have this moment written to Mr. Caldwell suggesting that, in case I can arrange a meeting in this city next week with Col. Thomas A. Scott to come on here. I have some reason for believing that a very advantageous arrangement may be made for taking, say, \$300,000. I will telegraph Mr. Caldwell by Tuesday evening if I can arrange the meeting, and I wish him to hold himself in readiness for the journey. Your letter is this moment received; you ask my advice. Let me have an accurate and reliable statement of your financial condition, and I can do something, I feel very sanguine, with Thomas A. Scott.

Sincerely your friend, J. G. BLAINE.

Forty-second Congress, U. S. House of Representatives, Washington, D. C., April 21, 1871.

My dear Mr. Caldwell, On the 29th inst. the second note of the loan I negotiated in December last falls due. The first, for \$2,032.50, which fell due March 1st—4th I was compelled to meet at the gravest possible inconvenience to myself. I drew on Mr. Fisher for the amount, but he declined to notice the draft. The note which falls due on the 29th inst. is for \$2,578.35. It seems extremely hard and unjust that I should be compelled to pay this money. It is no more my debt than the debt of President Grant or Queen Victoria, and I cannot believe that you and Mr. Fisher, both or either, intend to leave this burden on me.

In regard to the \$25,000 which you borrowed and loaned to Mr. Caldwell, or rather Mr. Pratt, as it was assumed by Mr. Pratt, because you received from him \$50,000 Land bonds for the amount. Upon my visiting the office for the first time after you left the city, Mr. Pratt said he and Mr. Farrington gave to you your individual bonds, and they kept the money; and in order to obtain the money and get it out of Mr. Pratt's hands, I obtained \$50,000 Land bonds, and took what I supposed to be money; but it was not there. Part of it had been misapplied to other matters; \$15,000 of it I loaned Mr. Caldwell; the balance went into a house at Little Rock without my knowledge or consent, and Pullman cars, &c. &c.

Now, my dear sir, if this be a correct statement, may I not hope you will relieve me to the extent of the \$15,000, and Mr. Fisher will surely pay the other \$10,000. As a wholly innocent third party doing my best to act as a sincere and steadfast friend to both of you, I ought not to be left exposed to financial ruin and personal humiliation. Please read this to Mr. Fisher. I have advised of my writing you. Sincerely yours, J. G. BLAINE.

Boston, April 25, 1871.

Dear Fisher, I enclose letter from Blaine. I forgot to speak to you about them when I saw you this P. M. I hope you can help him. I would, if it were in my power. Blaine is an important man for us to have feel all right toward us, and I only wish that I was so situated that I could help him. Yours very truly, J. CALDWELL.

This letter inclosed Mr. Blaine's letter to Caldwell of April 21, 1871.

Augusta, Me., 14th June, 1871.

My dear Mr. Fisher, I tried very hard yesterday and day before (Monday and Tuesday) to see you, but was not fortunate enough to run across you. I am in a very painful and embarrassed situation growing out of my connection with the Fort Smith enterprise. I have paid and caused to be paid into y'r treasury about \$250,000, and the only result to me is the most painful perplexity. The most painful of all and the most oppressive is the \$25,000 which I paid to Mr. Pratt for you Jan'y 2d, which I borrowed here on my faith and credit on the distinct understanding with you that it was to be repaid, and that I was also to receive a certain proportion of Bonds. I have rec'd only a part of the Bonds—the larger part—and not a dollar of the money. And now, in addition to all other troubles, I have \$10,000 of Coupons, a little over that amount, which I am held to take care of partly through verbal understanding and partly through written agreement—Coupons due in April on Land Bonds and to fall due in July on 1st Mortgage Bonds. Now, I have a proposition to make to you, which I think is most liberal and fair, going as far as I possibly can go without ruining myself past all recovery. If you will look at copy of our agreement in your hands, you will find there is still due to me \$70,000 of Land Bonds and \$32,000 of 1st Mortgage. In order to square myself with my friends, I need and must have \$36,000 Land Bonds and \$9,000 1st Mortgage—\$45,000 in all—still leaving \$57,000 of mine in your hands.

Now, if you will take up these \$10,000 of Coupons, paying me the Cash therefor, and give me the \$45,000 of Bonds, I will let all the remainder of our matters stand until you are perfectly at ease and ready to open correspondence on the subject yourself. In other words, I will leave the matter in your hands until the Fort Smith enterprise is out of the woods, and its tangled affairs well smoothed out.

I trust in consideration of our many years of friendship, as well as in view of the peculiar relations I have held in this matter, you will make an effort to do this. Pray let me hear from you at your earliest leisure, and greatly oblige. Yours truly, J. G. BLAINE.

Boston, Sept. 30, 1871.

My dear Mr. Fisher, It is the greatest importance that the parties owning the interest in the \$25,000, and invested by them in the Northern Pacific Railroad, should receive what is due them; and unless something is done about it, I shall be forced to turn the document over to them, and let you settle directly with them. I am constantly reminded about it, and they all say, Why don't Blaine deliver to you our interest? Mr. Caldwell tells me he has paid you his last note due you, and gave you the \$50,000 Land Bonds in addition. I should judge it was for your interest to settle the matter at once, and have no further delay. You must be your own judge in the matter, but my advice is to settle at once. I remain, WARREN FISHER, JR.

Augusta, Oct. 1, 1871.

My dear Mr. Fisher, I am doing all in my power to expedite and hasten the delivery of that stock. The delay has been occasioned by circumstances wholly beyond my control. But I shall reach a conclusion within a few days, and make a formal delivery then. It will be an immense relief to get it off my hands, I assure you; far greater than it will for you to receive it. You must have strangely misunderstood Mr. Caldwell in regard to his paying those notes. He has paid me in all just \$9000, leaving \$19,000 due, which I am carrying here at 8 and 8 1/2 per cent. interest, and which embarrasses me beyond all imagination. I do not really know which way to turn for relief, I am so pressed and hampered. The Little Rock and Fort Smith matter has been a sore experience to me, and if you and Mr. Caldwell between you can not pay me the \$19,000 of borrowed money, I don't know what I shall do. Politically I am charged with being a wealthy man. Personally and pecuniarily I am laboring under the most fearful embarrassments, and the greatest of all these embarrassments is the \$19,000 which I handed over under your orders, and not one dollar of which I have received. Of the \$25,000 original debt Mr. Caldwell has paid \$6000, and \$6,000 only. Can you not give me some hope of relief in this matter? It is cruel beyond measure to leave me so exposed and so suffering.

You know my profound regard for you and my faith in you. We have been friends too long and too intimately to allow a shade between us now. Yours truly, J. G. BLAINE.

Augusta, Maine, October 4, 1871.

My dear Mr. Fisher, You must have strangely misunderstood Mr. Caldwell's statement in regard to his paying me all but \$2500 of the \$25,000 borrowed money which I loaned the company through search the records of the Circuit Court at Little Rock, Arkansas, July 10, ten days, which draft remains unpaid. I have therefore received but \$6000 from Mr. Caldwell, leaving \$19,000 (besides the interest) due me to-day. For this \$19,000 I am individually held, and, considering all the circumstances, I think you and Mr. Caldwell should regard it as an honorary debt, and you should not allow me to suffer for money which I raised under the peculiar circumstances attending this. It is a singularly hard and oppressive case, the features and facts of which are familiar to you and Mr. Caldwell.

And then, again, I have been used with positive cruelty in regard to the bonds. I have your positive written contract to deliver me \$125,000 land bonds and \$32,500 first mortgage bonds.

was the owner of from \$10,000 to \$20,000 of the Little Rock and Fort Smith Railroad bonds, which I received without consideration, and that it was from these bonds that Thomas A. Scott received his \$75,000. The statement is gratuitously and utterly false. In common with hundreds of other people in New England and other parts of the country, I bought some of these bonds—not a very large amount—paying for them at precisely the same rate that others paid. —Blaine's explanation of April 24, 1870. * See contract of September 3, 1869.

The money due you on the contract was all paid nearly a year and a half ago. Of this whole amount of bonds due me I have received but \$50,000 land grants, leaving \$75,000 of those and \$32,500 first mortgage still due. I know you are pressed and in trouble, and I don't wish to be too exacting; rather I wish to be very liberal in settlement. Now I make this offer: Pay me the cash due on the borrowed money account; call it \$19,000 in round numbers, and \$40,000 land bonds, and we will call it square. Mr. Caldwell has repeatedly assured me that I should be paid all the bonds due me under contracts with you, and outside of that the \$20,000 due me from him. I now voluntarily offer to make a very large reduction if I can have the matter closed. I am without doubt the only person who has paid money* for bonds without receiving them, and I think you will agree with me that I have fared pretty roughly. It would be an immense, immeasurable relief to me if I could receive the money in time to pay off the indebtedness here within the next six weeks, so that I can go to Washington this winter with the load taken off my shoulders. It was placed there in the fullest faith, and confidence that you and Mr. Caldwell would not let me suffer. I still cling to that faith and confidence. You will much oblige me by showing this letter to Mr. Caldwell. Yours very truly, J. G. BLAINE.

Boston, Oct. 24, 1871.

My dear Blaine, Yesterday I received your favor of the 21st inst., to which I replied by telegram: "Mr. C. has not been in this city for four weeks. He is now in St. Louis." I can get no information when Mr. Caldwell is to return; when he does, I will lay your letters before him. In the meantime I can say nothing in regard to the matter further than what I have heretofore told you,—that Mr. Caldwell represented to me that he had paid for your account, and for which he has your receipts, all but \$2500 of the \$25,000 which you loaned, and for which you received as collateral \$50,000 of the Little Rock and Fort Smith Land Grant Bonds, which you since sold at 60 cents on the dollar, realizing therefor \$30,000, leaving you now in advance of funds, even if Mr. Caldwell had paid you nothing. I have heretofore advised you that I had been frequently impugned for the securities of the Northern Pacific Railroad, and as a last resort I had to surrender your obligation for the benefit of the parties in interest, who now say that after so long delay they will not take the securities, but require you to refund the money. I remain, WARREN FISHER, JR.

Augusta, Me., Nov. 3d, 1871.

My dear Mr. Fisher, I write Mr. Caldwell this day earnestly asking him to reimburse me from the very pressing and painful embarrassment entailed upon me by raising the money I loaned to you and him last winter. Mr. Caldwell has paid me \$6000; there remains \$19,000 due, with considerable interest. There is due also to me, under contract with you, \$70,000 Land Bonds and \$35,000 1st Mortgage. Retaining in my possession the \$50,000 Land Bonds as collateral to the note, there is still due to me \$20,000 Land Bonds and the 1st Mortgage Bonds \$32,000. I have already made one proposition for settlement, to which I called Mr. Caldwell's attention. I must have the matter settled in some way, and at once. Pray communicate with me on the matter. Sincerely yours, J. G. BLAINE.

P. S.—It is very important to me that I have some Bonds next week. If you don't accept the proposition I have made, suppose you consider this: Let me retain the Land Bonds now in possession as satisfaction for loaned money, and you pay me the \$70,000 Land Bonds and \$32,000 1st Mortgage due to me under the contract. I do not make this proposition to be bound by it; I merely suggest it. But I must have the matter settled in some way quickly.

Boston, Nov. 4, 1871.

My dear Blaine, Your letter of the 3d inst. received. I hope Mr. Caldwell will respond to your request promptly and satisfactorily. I can not say anything until I see Mr. Caldwell, who keeps out of the way of creditors, but probably he will call upon me soon. You have had more Bonds than you state in your letter. If you have given any to parties at Washington or disposed of them to others, it is no concern of mine, and of course must be accounted for in any settlement hereafter. I remain yours, &c., &c., W. FISHER, JR.

Augusta, Me., 8th November, 1871.

My dear Mr. Fisher, I am pressed daily for the bonds, which up to this time I have never been able to deliver. Let me assure you that if I were suffering in this matter alone, I would not bother you, but wait in silence the issue of events. But how can I do this with parties who have paid their money earnestly demanding of me the consideration promised by me, but which I am not able to give because I do not receive the bonds to which I am entitled by contract? I am ready to receive any kind of reasonable proposition you may make. It is not a question of money-making with me. It is simply a question of saving my word with others. I will sacrifice a great deal to get a settlement. I feel assured of your friendly disposition toward me, and therefore I do not wish to seem importunate and troublesome; but if you knew the agonies I have suffered in this matter during the past six months, you would pity me, I am sure, and make great effort to relieve me. Pray let me know what I can expect. Yours very sincerely, J. G. BLAINE.

Boston, Nov. 10, 1871.

My dear Blaine, I am in receipt of your favor of the 8th inst., from which I am led to infer that the contracts I made through you to your Eastern friends have not been fulfilled on my part; but such is not the fact, as I have delivered each and every one of them all the securities in accordance with the contracts, and they have surrendered to me my obligations. You are well aware of the condition of the road, and that you have received your full proportion of the bonds to which you were entitled under the Eastern contracts, when you consider the length of the road only completed. I think you can readily see that I can make no proposition further than as the road progresses to deliver you bonds in accordance. I know but little of your obligations to deliver bonds to others; but taking into account the \$100,000 bonds you sold to Tom Scott, and the amount of money you received on the Eastern contracts, our relative positions financially in the Little Rock & Fort Smith Railroad bear a wide contrast. Mr. Caldwell is here, but I have not seen him; still I presume he has paid proper attention to your letter addressed to him. I remain with kind regards, WARREN FISHER, JR.

Washington, D. C., April 13, 1872.

My dear Mr. Fisher, I have your favor of the 12th. I am not prepared to pay any money just now in any direction, being so cramped and pressed that I am absolutely unable to do so. Please send me a copy of the notes of mine held by you with indorsed payments thereon. I would have been glad, instead of a demand upon me for payment of notes, if you had proposed a general settlement of all matters between us that remained unadjusted. There is still due to me on articles of agreement between us \$70,000 in land bonds and \$31,000 in first mortgage bonds, making \$101,000 in all. For these bonds the money was paid you nearly three years ago, and every other party agreeing to take bonds on same basis has long since received its full quota. I alone am left hopeless and helpless, so far as I can see. Then there is the \$20,000 which I borrowed and paid over, under your order, to Mr. Pratt, for which I have received no pay. Mr. Caldwell paid me a small fraction of the amount as I supposed, but he now says the money he paid me must be credited to another account on which he was my debtor, and that he denies all responsibility, past, present, and future, on the \$25,000, for payment of which I must, he says, look solely to you. I only know that I delivered the money to Mr. Pratt on your written order. I still owe the money in Maine, and am carrying the greater part of it at eight per cent.—nearly \$2000 per annum steady draw on my resources, which are slender enough without this burden.

Still further, I left with Mr. Mulliken, January, 1871, \$6000 in land grant bonds, Union Pacific Railroad, to be exchanged for a like amount of Little Rock land bonds with Mr. Caldwell, he to change back when I desired. Mr. Caldwell declined to take them, and you took them without any negotiation with me or any authority from me in regard to the matter. You placed the Little Rock land bonds in the envelope, and I have the original envelope with Mr. Mulliken's indorsement thereon of the fact of the delivery to you. Now, I do not complain of your taking the bonds, provided you hold yourself bound to replace them. The worst of the whole matter was that the bonds were only a part mine, and I have had to make good the others to the original owner.

There are other matters to which I would refer, but my letter is already long. I do not think, under the circumstances, that it would be quite wise or kind in you to place any note or notes of mine that may happen to be in your possession in the hands of third parties as collateral. In any event I ask as a simple favor that you will not do so, and that you will send me by return mail a copy of all obligations of mine in your possession. Mrs. Blaine joins me in very kind regards to Mrs. Fisher, and in the expression of the hope that you may have a pleasant and profitable tour in Europe. Sincerely yours, J. G. BLAINE.

Boston, April 16, 1872.

My dear Blaine, Your favor of the 13th inst. reached me this morning. I am surprised at its contents. I have loaned you at various times, when you were comparatively poor, very large sums

of money, and never have you paid me one dollar from your own pocket, either principal or interest. I have paid sundry amounts to others to whom you were indebted, and these debts you have allowed to stand unpaid like the notes which I hold. I have placed you in positions whereby you have received very large sums of money without one dollar of expense to you, and you ought not to forget the act on my part. Of all the parties connected with the Little Rock and Fort Smith Railroad, no one has been so fortunate as yourself in obtaining money out of it. You obtained subscriptions from your friends in Maine for the building of the Little Rock and Fort Smith Railroad. Out of their subscriptions you obtained a large amount both of Bonds and money free of cost to you. I have your own figures and know the amount. Owing to your political position you were able to work off all your bonds at a very high price, and the fact is well known to others as well as myself. Would your friends in Maine be satisfied if they knew the facts? Are my associates satisfied to have you obtain \$25,000 for Northern Pacific Railroad, and you not make the investment as per agreement? The course you have thought proper to take in regard to my request is rather a poor one, taking your relations with me, and I again ask you to reconsider it and grant it. You will find it much easier to pay by obtaining the Credit, and I selected that course thinking it to be the best. If you again decline, I shall be obliged to use the notes or to sell them to outside purchasers. Necessity knows no law. Whatever Bonds still due to you will be delivered as the road progresses. The other portions of your letter I make no reply. You know the facts; it is sufficient that I know them, and it is useless to mention them at this time. Please answer at once. I remain, respectfully yours, WARREN FISHER, JR.

Washington, D. C., April 18, 1872.

My dear Mr. Fisher, I answered you very hastily last evening as you said you wished an immediate reply; and perhaps in my hurry I did not make myself fully understood.

You have been for some time laboring under a totally erroneous impression in regard to my results in the Fort Smith matter. The sales of bonds, which you spoke of my making, and which you seem to have thought were for my own benefit, were entirely otherwise. I did not have the money in my possession forty-eight hours, but paid it over directly to the parties whom I tried by every means in my power to protect from loss. I am very sure that you have little idea of the labors, the losses, the efforts, and the sacrifices I have made within the past year to save those innocent persons, who invested on my request, from personal loss.

And I say to you to-night solemnly that I am immeasurably worse off than if I had never touched the Fort Smith matter. The demand you make upon me now is one which I am entirely unable to comply with. I cannot do it. It is not in my power. You say that "necessity knows no law." That applies to me as well as to you, and when I have reached the point I am now at I simply fall back on that law. You are as well aware as I am that the bonds are due me under the contract. Could I have these I could adjust many matters not now in my power, and so long as this and other matters remain unadjusted between us, I do not recognize the equity or lawfulness of your calling on me for a partial settlement. I am ready at any moment to make a full, fair, comprehensive settlement with you on the most liberal terms. I will not be exacting, or captious, or critical, but am ready and eager to make a broad and generous adjustment with you, and if we can't agree ourselves, we can select a mutual friend who can easily compromise all points of difference between us.

You will, I trust, see that I am disposed to meet you in a spirit of friendly cordiality, and yet with a sense of self-defense that impels me to be frank and expose to you my pecuniary weakness. With very kind regards to Mrs. Fisher, I am, yours truly, J. G. BLAINE.

Washington, D. C., April 22, 1872.

My dear Mr. Fisher, Your brief note received. I do not know what you mean by my "not mentioning Northern Pacific and denying everything else."

You have my obligation to deliver to you a specified interest in Northern Pacific which I was to purchase for you, and in which I never had a penny's interest, direct or indirect. Some months ago you wrote to me (twice) declaring that you would not receive the share, but demanding the return of the money. This was impossible, and I therefore could do nothing but wait.

Nothing I could write would make my obligation plainer than the memorandum you hold. Nothing you could write would change my obligation under that memorandum. The matters between us are all perfectly plain and simple, and I am ready to settle them all comprehensively and liberally. I am not willing to settle those that benefit you, and leave to the chances of the future those that benefit me.

I am willing to forego and give up a great deal for the sake of a friendly settlement, and I retain a copy of this letter as evidence of the spirit of the offer I make. I think if we can not settle ourselves, a friendly reference would be the best channel, and I propose Mr. Ward Cheney, who stands nearer to you certainly than he does to me. If this name does not suit you, please suggest one yourself. Very sincerely yours, J. G. BLAINE.

Washington, April 26, 1872.

My dear Mr. Fisher, Yours of 24th received. There seems to be one great error of fact under which you are laboring in regard to my ability to comply with your request about the \$10,000 letter of credit. I would gladly get it for you if I were able; but I have not the means. I have no power of getting a letter of credit from Jay Cooke except by paying the money for it, and the money I have not got, and have no means of getting it. You ask me to do, therefore, what is simply impossible. Nothing would give me more pleasure than to serve you if I were able; but my losses in the Fort Smith affair have entirely crippled me and deranged all my finances. You would, I know, be utterly amazed if you could see the precise experience I have had in that matter. Very bitter, I assure you. Among other things, I still owe nearly all of the \$25,000 which I delivered to Mr. Pratt, and this is the most harassing and embarrassing to me.

If you will give me the \$76,500 of bonds which I propose to throw off as payment of the notes which you say I owe you, I will gladly get your ten-thousand-dollar letter of credit; but if I release those bonds to you as I propose, you can do the same for yourself. I am at a loss to know what you mean by your repeated phrase that "I have denied everything." What have I denied? I do not so much as understand what you mean, and would be glad to have you explain.

You reject the name of Ward Cheney as a friendly referee. Please suggest a name yourself of some one known to both of us. I mean for you to suggest a name in case you do not accept my basis of settlement proposed in my last letter preceding this. Yours, very truly, J. G. BLAINE.

When do you propose to sail for Europe?

Augusta, Maine, July 3, 1872.

My dear Mr. Fisher, I was detained far beyond my expectations in New York and Pennsylvania, being there quite a week. I was in Boston on Monday en route home, but I was so prostrated by the heat that I had no strength or energy to call on you.

It seems to me, as I review and recall our several conferences, that we ought not to have any trouble in coming to an easy adjustment, as follows: First, I am ready to fulfill the memorandum held by you in regard to the Northern Pacific Railroad, as I always have been; second, you are ready to consider the land bonds in my possession as surrendered in payment of the debt to which they were originally held as collateral; third, I am ready to pay you the full amount of cash due you on memoranda held by you, provided you will pay me half the amount of bonds due me on memoranda held by me, the cash to be paid and the bonds to be delivered at the same time. As to further sale of the share in Northern Pacific Railroad that could be determined afterward. I am ready to do all in my power to oblige you in the matter.

If we can adjust the first and second points herein referred to, the third might be left, if you desire it, to the future. Hitherto I have made all the propositions of settlement. If this is not acceptable to you, please submit your views of a fair basis in writing. Sincerely yours, J. G. BLAINE.

(Personal.) Augusta, Maine, August 9, 1872.

My dear Mr. Fisher, On my return home yesterday I found your favor of 6th from Stonington, asking for my notes, \$6000 on account. It seems to me that a partial settlement of our matter would only lead to future trouble, or at all events to a mere postponement of our present difficulties.

I deem it highly desirable that we should have a conclusive and comprehensive settlement, and I have been eager for that these many months.

The account which you stated June 20, 1872, does not correspond precisely with the reckoning I have made of my indebtedness on the note you hold. You credit me, April 26, 1869, with \$12,500 divided from Spencer Company; but they were two subsequent dividends, one of \$3750, the other of \$5500, of which no mention is made in your statement, though I received in June, 1870, your check for \$2800, which was a part of these dividends, I believe. I think my "cash memorandum" of June 25, 1869, for \$2500, with which you charge me, represented at a time a part of the dividends; but being debited with that, I am entitled to a credit of the dividend. In other words, as I reckon it, there are dividends amounting to \$9500 due me, with interest since June, 1870, of which I have received only \$2700 or \$2800, entitling me thus to a credit of some \$7500. the cash memorandum January 9th, 1864, \$600, which

I will inform gentlemen for their benefit, especially those who are so eager to search the records of the Circuit Court at Little Rock, Arkansas, July 10, ten days, which draft remains unpaid. I have therefore received but \$6000 from Mr. Caldwell, leaving \$19,000 (besides the interest) due me to-day.

The absurd rumor has lately appeared in certain newspapers that I received, without

See letter of May 26, 1864. This re-