

Dear Mr. Logan

Gentlemen:

Mr. Howard has consulted  
 you in regard to the action brought  
 by Chas. H. Johnson against himself and  
 wife and the New Continent Publishing Com-  
 pany. Of course, so far as the Company itself  
 is concerned it makes no difference what  
 court the judgment will be a corporation  
 represents always a hopeless contingency  
 and therefore has no continuing interest.  
 Even this even, it seems to be the best party to  
 make certain defenses. I have not had oppor-  
 tunity to consult with Messrs Lewis, Peck & Stone  
 who represent us in the case, very fully but  
 think it would be well for Mr. Howard as  
 Secretary of the New Continent Publishing Co  
 to answer about as follows on the follow-  
 ing lines enclosed in the accompanying  
 envelope.

Of course, I make ~~them~~ only as suggestions.  
If the contract is void as to the principal the surety  
is released and also the guarantor and you  
will best know how to shape the pleading  
to that end. Mr. West will <sup>probably</sup> confer with you  
further in regard to the matter.

Very respectfully,

H. W. Tanager

I would have written you sooner but  
was unable to consult Mr. West until  
two days ago. I suppose you can get copy  
of complaint and reasonable time to answer.

Suggestions for  
renewal of ~~the~~  
Dues Committee  
public works company

— During, on information and belief, every  
thing in the complaint which he can. I think  
he can deny nearly everything, especially:

That the note was made and delivered  
in the county of New York.  
That A. W. & E. H. Long were  
residents of the state of New York  
in March 1883.

That the note and endorse-  
ments were correctly set out

That the alleged guaranty of E. K. T. attached to  
 as related to said note.

That the various contracts are truly set  
 forth in the exhibits.

That the contracts all set out in exhibit  
 it are so intended as further security.

That the <sup>plaintiff</sup> defendant ~~has~~ performed  
 his contracts and agreement with defendant.

That the guaranty here dated March  
 1888 as alleged in said complaint.

That defendant failed to perform ~~them~~  
 contracts and agreements except as set  
 forth in the complaint.

That the sum of \$25,000, with interest  
 from March 26<sup>th</sup> 1884 is due to plaintiff  
 from defendant.

The truth is that Albin executed an assignment in favor of the Investment Company on July 2<sup>nd</sup> 1887 see Exhibit D of complaint but for some reason seems afraid to ask it up. I think it well enough not to do so for him. As think best not to plead release.

2 - The Company should, however, as I think allege that the note was a novation of a former contract made on March 17<sup>th</sup> 1883 of which a contract to appropriate the proceeds of a corporation between the parties there was a material and essential part.

That such contract was against public policy and void, the contract of which it is a part and the substituted one based thereon.

3 - That the conditions of said note for a sale of collateral securities by public or private sale without notice to the parties is also against public policy and void, the contract of which it is an essential part.

4 - That the constitution of said contract of March 17th 1883, that the plaintiff should loan defendant \$25,000, was never fulfilled.

5 - That the note was assigned and void the defendant G. W. Poirer agreeing to receive \$24,000. for \$25,000.

That the defendant G. W. Poirer had no power to bind the said company by an assignment agreement which is wholly void as to such company.

6 - That the said loan was for the benefit of the corporation and that said defendant G. W. Poirer expended the same as surety only, and that the money so received was applied wholly to the use of said corporation.