

THE HARRODSBURG LEADER

Formerly Democrat and Kentucky Republican  
T.S.Sanders Orr, Ed.mgr. Artistic Job Printing  
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Boston Piano & Music Co.  
Iowa City, Iowa.

Gentlemen:

I suppose that ere this reaches you I will have been sued by a Mr. O.A.Byington, who claims to be a note broker or something of the sort. From his evident hurry I presume he expects to get a quick judgment and get the money on his pretended assignment of note before the payee and payor have a chance to adjust matters. There happens to be now pending in the Circuit Court a case ~~every~~ similar to ours. The ones who sold the contest stuff represented that they had executed a bond that was enforceable here but when the settlement time came it was found out that the bond was of no value whatever and to enforce it would ~~cost~~ more than the guarantee. The developments in this case have caused me to be careful and investigate before paying any of the notes. I am not yet ready to say that your firm propose to act like this one but if a man who claims to be worth \$50,000 has to discount a little \$100 note at eight per cent with some little note broker after finding that it cannot be hypothecated at the place of negotiation it begins to look like there was a "nigger in the wood pile" and that you do not propose to stand behind the assurance of trade clause that you use to obtain signatures. In writing you about a "square deal" I implied that I had an opinion that your house was probably not the kind who wanted to take the advantage of your patrons—one who would come out fairly and say: "yes, I obtained your contract and note by representing that if this advertising plan did not succeed in increasing your receipts \$1,600 or prorata that I will pay you back what it fails to do toward this amount of increase." You haven't said that and this is one of the reasons that I proposed to return all the goods, saving you as well as myself. To me the equity of the matter is so plain that I can not see why you should let Mr. Byington sue on the note even if he is a bona fide purchaser. I know several things since my suspicions were aroused, to indicate that he expected the note to be protested and had ordered the notice of protest telegraphed. Such things smell bad, in a business way, and while I may not succeed in my defense, I will at least take pains to publish to the world the fact that concerns like this should be watched carefully as their promised guarantees of results is a mere subterfuge and misrepresentation. I again tender you all the goods you sent me if you will call off the deal and send me my notes. I appreciate the fact that you have been to some expense but you and your representatives know that I endeavored to save you after my signature had been obtained by misrepresentation; that I finally took it on; that I have advertised it; that it looks like a loser for both and I am trying to save you the goods (if your guarantee amounts to anything) and yet you allow a little note broker to sue on the first note the instant it is due. You may be all right, Mr. Main, but I'm from Missouri until you make that guarantee bond unimpeachable.

Yours very truly,  
T.Sanders Orr.  
Editor.