

Iowa City, Ia.
Dec. 2, 1914

Republican Publishing Co.,
T.S. Orr, Mgr.,
Harrodsburg, Ky.

Dear Sir:—

✓ We have your letter of November 19th which for some reason did not reach us until today. We have noted your query as to our reason for shipping you the goods you bought of us when you wired us not to ship anything until you advised us to. For answer we are enclosing a copy of the order you gave Mr. Cox on October 10th and will call your attention to its provisions.

At the head of the order you will find this sentence: "Please ship me within 60 days from date hereof, (or immediately, if in stock) in accordance with the terms hereof the following described property". As there was no notation on your order to show you wished the goods shipped at a later date, we mailed you a card informing you we had accepted your order and would immediately proceed to fill it which we did. We ordered the piano and other premiums shipped direct to you from the factory and had your special advertising service put in print and then wired you for shipping directions and you then wired us asking us to hold your order until we heard from you. We immediately wired the factories and endeavored to accomodate you but they replied saying your goods had gone forward and therefore we could not grant your request. Your message asking us to hold your goods reached us October 14th and your piano was shipped the same day from the factory and could not be stopped as evidenced by the bill of lading sent you. Therefore we sent the advertising matter on in order that you might have all your goods at the same time and get your advertising campaign started without any further delay. Therefore you will see we did not overstep our authority in shipping your goods as your order plainly states we have the liberty of shipping at any time within sixty days from the date of the order. If you had wished your goods held for later shipment you should have had the salesman make a notation to that effect on the order just as provided for in the clause which we have underlined in red and which reads as follows: The representative of the Boston Piano & Music Company is a soliciting agent only and has no authority to make agreements of any kind for the company. ANY CHANGES IN THE ORDER AS PRINTED MUST APPEAR IN WRITING HEREON, OR THEY WILL NOT BE BINDING ON THIS COMPANY. If you had done this we would have gladly held your goods for you until the date specified. But under the circumstances you cannot hold us responsible, as we simply filled your order in accordance with the terms thereof and which you agreed to as evidenced by the following paragraph, which appears just above your signature: "I acknowledge that all the terms and conditions under which I desire to purchase the goods listed in this order appear hereon, and I have read and understand them". In view of the above facts which else could we do but ship your goods at the earliest possible date?

We also note your remark that you have not yet selected the style of Krell piano which you wished to have shipped you. We wish to again call your attention to the copy of your order enclosed. It specifies a style A 14, mahogany finish piano, which style number is that of the Segerstrom piano with which instrument we fill the majority of our orders, and cuts of which all of our solicitors carry. Also note