

LOUISVILLE MACHINERY DEPOT.

BARBAROUX & CO.

NO. 31 THIRD STREET,

BET. MAIN AND RIVER.

Louisville, Ky., July 2nd 1879

Col. W J Withers

Lexington Ky.

Dear Sir. Since writing to you last, we have yours of the 1st inst enclosing letter from J. B. Borman to you. We are willing to relieve you from the awkward position you find yourself in, regarding the Planer and the Engine, as far as it lays in our power; but we have a full partner in the purchases made of you & Mr Warner, who is entitled to consideration in this matter, and must be heard. If it were only the loss to us of the profits on one machine it would not be so hard, but you require us to relinquish the two most important, and one at least (the Planer) most saleable machines of our purchase; and which two machines really induced us to purchase. But we do not want to put you to any inconvenience

If it can be avoided ^{and} do justice to others,
I will write to Mr. Roswell this mail, who
will call to see you.

Yours Deeply
Bartholomew H.

P.S. We would state further that we have
offered both Engine & Planer to several parties
who want such machines, and who only wait
to see them, to close with us. R.T.C.

LOUISVILLE MACHINERY DEPOT.

BARBAROUX & CO.

No. 33 THIRD STREET,

BET. MAIN AND RIVER,

Louisville, Ky. Oct 27th 1879

Prof. H. H. White

Lexington, Answered

Ky., Jan 1 1880

Dear Sir,

Some months ago, as you are aware, we bought of Mr. Withers as agent for the Ky. University, a lot of machinery, all of which was delivered to us except an engine claimed, and withheld from us by Mr. Bowman.

The whole purchase was settled for by a note payable Jan 1st 1880, signed by ourselves, and another party. Not having gotten the Engine, the most valuable part of our purchase, and which to day is worth all of \$300, to us, we do not think we ought to pay the whole of our note, and propose to you ~~now~~ that it be withdrawn from Bank on our paying one half the amount of its face, leaving the other half to be paid as soon as we get possession of the engine. Awaiting your reply, we are, Very Resp^{tly} Yours
Barbaroux & Co

LOUISVILLE MACHINERY DEPOT.

BARBAROUX & CO.

No. 33 THIRD STREET,

BET. MAIN AND RIVER,

Louisville, Ky. Aug. 2nd 1880,

Mr H W White,

Fred. Ky. University,

Lexington, Ky.

Sir, Your favor of yesterday, in response to one of the 27th ultimo addressed to Prof. H W White, has just been rec^d, and we might have let the day without further correspondence, but for some expressions, and an attempt at arguments which we think calls for some immediate notice at our hands & to correct a false impression concerning facts, under which you seem to labor.

We never had possession of the engine; a small portion of it had been taken, but the main machine itself was never even loosened from its bed, our agents being prevented from doing so by Bowman placing himself on it with a loaded gun, and threatening instant death to any one touching the machine for the purpose of removing the fastenings that held it to its foundation; we are advised that this was not going in possession. As to the present value of the engine, you certainly know that there

has been an advance of 100 per cent
in iron & machinery, and metals generally;
this advance doubles the value of the engine,
and when we purchased we expected of course
to make a reasonable profit, on the value
we then placed upon it. However that may
be, we know that if we had the engine now,
that we could get \$300 + for it, as we have
an order for just such an one, ..

Under our view of this matter, we do not
think our offer to pay one half of our
note ought to have been characterized as
"preposterous"; it is certainly more pre-
~~posterous~~ for you to coolly ask us ^{to pay} \$400 +
on the of a note whose face shows it to
be for \$350 + about 8% interest. We do
not think that we ought to be expected to
pay a note for which we never got value
received; and when we offer to pay one
half, and to let the balance lie over until the
suit is decided, it seems to us that it is
a very fair proposition. But to show you
that we desire to act liberally, and on account
of Genl. Withers, we now propose to pay \$200 +
on the; if this is satisfactory telegraph us, and
the Kentucky National Bank, or see Mr
Brewer of your city, who will attend to this mat-
ter. If we do not hear from you, the note
shall remain unpaid until it can be collected
by law; if it can be collected at all.

Yours Resp^t
Barbarous & Co