

CGFY

Flint to Runge

Dec 1/14
see below

New York Supreme Court, Essex County,
Runge vs Newton & ano

Dear Mr Runge:-

Referring to yours of 27th in above-- entitled matter, I beg to inform you that no decision has yet been filed in Essex Co. clerk's office by the justice who heard my argument at Port Henry Special term on Nov. 7th, 1914/, although I have been expecting a decision daily for the past two weeks & have extended my stay here to receive same. I put up our case squarely to him, filed our new complaint containing the owners' contract with Harris clause & referred him to Mr Alonson Moore who sat in the chambers, whom I said had signed the contract and subscribed \$5.00 towards the new spillway and had, with others exercised acts of ownership over same every year since its erection in 1900. I filed a convincing brief of authorities favoring our side and upon reaching home sent an additional brief by mail. Mr Dudley, atty for defendants tried to deceive the Justice by saying "there was a sort of old dam there when we bought the property and we tore it out". I straightened that remark out right then & there.

I wrote the county clerk lately & he writes Nov 27th)) "decision on defendants demurrer to plaintiffs amended complaint has not been filed" as soon as same is decided I will of course let you & the rest know. There has been a similar case in the Adirondacks and the Judges are somewhat at a loss what to do. Judge McLaughlin promised me that if we could show a grant from Harris founded on a cash consideration that the action could be maintained. We now have such contract & I stated on Nov 7th that Judge McLaughlin had so held on first demurrer.

We have to meet the local influence of the Paper Trust and Lumber Corporations, so we must not be discouraged if the case should have to go to the "fall bench" for final decision, where we shall surely get our rights, as in many cases like ours, already decided in this state. We can get help, probably from some quarter or other-- the expenses will be slight. You know I have personally obtained \$45.00 from two companies, not members of the Association, in aid of this suit. By the way, why does not Luthy pay over to you that \$20.00 he agreed to receive for your father for the expenses in this suit. You wrote that you had ordered him to send me the \$20.00, contributed by the Amer. Steel & Wire Co., whom I asked to assist & who sent Mr Luthy \$20.00 for the expense of this litigation? so as to pay the balance of the \$50.00 promised me up to Nov 1/14 & \$10.00 for my expenses going to Pt. Henry on argument, Nov. 7/14.

You sent only Fitzgeralds check for \$10 so I wish you would send me the remaining \$10 so I can pay Alonson Moore out of it for his day & auto. I have not been paid a dollar towards my disbursements since I first took up the case, except \$5 handed me to pay for typewriting the amended complaint, and it has been quite an expensive matter to make three trips to Pt Henry & back and besides the necessary correspondence, postage & type-writing. I very much dislike to dun a client, but you know, from June 4th until Sept I never asked for a cent, until some money was absolutely necessary to enable this case to proceed. I do not think any of you appreciate the time & labor I have put into this case which is so important to the value of your property. My pay has not been that of a day laborer. I think you should at least send me what others have contributed to further this case. I have not received any contributions from the circular. If Mr Luthy has, except the one just mentioned, I do not know.

yours truly

Peter Flint

Arden Lodge, Eagle Lake, N.Y.

copy Runge records

Runge

Runge

Runge

Runge

Runge

Runge

Runge