

Flint to Runge

Supreme Court, Essex County,  
Runge vs Newton & ano

Runge:-

Referring to yours of 27th in above-- entitled matter, I  
inform you that no decision has yet been filed in Essex Co.  
office by the justice who heard my argument at Fort Henry  
term on Nov. 7th, 1914/, although I have been expecting  
decision daily for the past two weeks & have extended my stay here  
five same. I put up our case squarely to him, filed our new  
instrument containing the owners' contract with Harris clause & refer-  
ence to Mr Alonson Moore who sat in the chambers, whom I said had  
the contract and subscribed \$5.00 towards the new spillway and  
with others exercised acts of ownership over same every year since  
section in 1900. I filed a convincing brief of authorities favoring  
me and upon reaching home sent an additional brief by mail.  
My attorney for defendants tried to deceive the Justice by saying  
there was a sort of old dam there when we bought the property and we  
got 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  
made soon as same is decided I will of course let you & the rest  
of them know. There has been a similar case in the Adirondacks and the Judge  
somewhat at a loss what to do. Judge McLaughlin promised me that  
I could show a grant from Harris founded on a cash consideration  
the action could be maintained. We now have such contract & I  
filed 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  
combinations, so we must not be discouraged if the case should have to  
go to the " fall bench " for final decision, where we shall surely  
win our rights, as in many cases like ours, already decided in this state.  
I can get help, probably from some quarter or other-- the expenses will  
be light. You know I have personally obtained \$45.00 from two compan-  
y members of the Association, in aid of this suit. By the way,  
Mr Luthy has not yet paid me that \$20.00 he agreed to receive for  
his father for the expenses in this suit. You wrote that you had or-  
dered him to send me the \$20.00. Mr Luthy has contributed by the Amer. Steel & W  
Co., whom I asked to assist & who sent Mr Luthy \$20.00 for the ex-  
penses of this litigation so as to pay the balance of the \$50.00 promised  
to me by 1/14 & \$10.00 for my expenses going to Ft. Henry on arg-  
ment, Nov. 7/14.

You sent only Fitzgerald's check for \$10 so I wish you  
to send me the remaining \$10 so I can pay Alonson Moore \$5 out of it  
today in auto. I have not been paid a dollar towards my disburse-  
ments since I first took up the case, except \$5 handed me to pay for  
writing the amended complaint, and it has been quite an expensive  
matter to make three trips to Ft Henry & back and besides the necessary  
correspondence, postage & type-writing. I very much dislike to dun a  
friend, but you know, from June 4th until Sept I never asked for a cent,  
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  
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 our  
friends would have sent me in this case. I have not received any con-  
tributions from the circular. Mr Luthy has, except the one just men-  
tioned. I do not know.

yours truly  
Peter Flint

George, Eagle Lake